

ESUCC

Coop Committee Meeting

Wednesday, March 4, 2015, 2:00 PM

ESU No. 11 412 West 14th Avenue Holdrege, NE with DL at ESU 1, 5, 6, 10, 13, 18, 6949

South 110th Street, LaVista, NE 68128

Attendance Taken at 2:03 PM.

Fisher ESU 04: Present

Jeff West (NE): Absent

Mowinkel ESU 08: Present

Tedesco ESU 11: Present

Paul Calvert (ESU 15): Present

1. Recommend payment of AEPA yearly fees
2. Recommend payment of AEPA yearly fees
3. Recommend payment of AEPA yearly fees
4. Recommend payment of AEPA yearly fees
5. Call to Order
6. Roll Call
7. Agenda Item
 - 7.1. Agenda Item
 - 7.1.1. Coop Vision
 - 7.1.2. Coop Goals
 - 7.1.2.1. Reduce the Number of PO's
 - 7.1.2.2. Billing responsive to District needs
 - 7.1.2.3. Enhancement of Coop through Statewide communication
 - 7.1.2.4. Effective statewide training

- 7.1.2.5. Develop a "user friendly" environment
- 7.1.2.6. Ensure on-time delivery
- 7.1.3. Program Updates
 - 7.1.3.1. Annual Buy/Paper Buy
 - 7.1.3.2. Special Buys
 - 7.1.3.3. AEPA
 - 7.1.3.3.1. Recommend Approval of Quill AEPA Contract
 - 7.1.3.3.2. Fourth Quarter Sales
- 7.1.4. Future Efforts
 - 7.1.4.1. Timeline for Sourcing/Procurement solution
 - 7.1.4.2. City of Waverly Interlocal Agreement
- 7.1.5. Fiscal Management Goals
- 7.1.6. Statewide Communications
 - 7.1.6.1. ESM Update
 - 7.1.6.2. Advisory Committee Update
- 7.1.7. Policy & Procedures
- 7.1.8. Approve Coop Project Director

8. Next Meeting Agenda Items

9. Executive Session

10. Adjournment

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

Nebraska E.S.U. Coop Food Program Update Report - 2014-2015

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Cathedral of Risen Christ School

Lincoln, NE

ESU# 00	August \$4,363.15	Sept \$1,242.45	Oct \$396.18	Nov \$205.55	Dec \$257.29	Jan \$1,106.31	Food Commit 2014-2015 \$48,985.91	YTD % Usage 15%
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$7,570.93</u>	

CHRIST SCHOOLS

LINCOLN, NE

ESU# 00	August \$728.81	Sept \$4,090.11	Oct \$2,488.96	Nov \$2,647.75	Dec \$1,869.26	Jan \$6,351.00	Food Commit 2014-2015 \$21,000.00	YTD % Usage 99%
	Feb \$2,687.61	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$20,863.50</u>	

HOLY NAME SCHOOL

OMAHA, NE

ESU# 00	August \$5,036.06	Sept \$10,423.72	Oct \$9,260.50	Nov \$11,158.65	Dec \$6,898.16	Jan \$6,979.63	Food Commit 2014-2015 \$63,956.87	YTD % Usage 85%
	Feb \$4,369.64	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$54,126.36</u>	

ST. PETERS CATHOLIC SCHOOL

LINCOLN, NE

ESU# 00	August \$871.41	Sept \$3,125.82	Oct \$2,003.11	Nov \$1,127.60	Dec \$1,185.07	Jan \$1,611.90	Food Commit 2014-2015 \$30,884.88	YTD % Usage 37%
	Feb \$1,564.65	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$11,489.56</u>	

STS. PETER & PAUL SCHOOL

OMAHA, NE

ESU# 00	August	Sept \$1,749.74	Oct \$506.28	Nov \$547.36	Dec \$420.68	Jan	Food Commit 2014-2015 \$12,496.21	YTD % Usage 26%
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$3,224.06</u>	

Total Sales for ESU# 00 : \$97,274.41

ALLEN CONSOLIDATED SCHOOL

ALLEN, NE

ESU# 1	August \$544.07	Sept \$1,319.03	Oct \$3,221.43	Nov \$2,915.79	Dec \$1,576.19	Jan \$1,121.24	Food Commit 2014-2015 \$36,362.80	YTD % Usage 36%
	Feb \$2,252.73	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$12,950.48</u>	

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EAST - WEST CATHOLIC ELEM

FORDYCE, NE

ESU# 1	August \$1,408.32	Sept \$367.30	Oct \$544.87	Nov \$779.46	Dec -\$19.52	Jan \$380.42	Food Commit 2014-2015 \$6,935.17	<u>YTD % Usage</u> 59%
	Feb \$620.89	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$4,081.74</u>	

HARTINGTON PUBLIC SCHOOL

HARTINGTON, NE

ESU# 1	August \$3,257.00	Sept \$5,406.76	Oct \$3,326.00	Nov \$4,380.58	Dec \$3,230.02	Jan \$3,285.66	Food Commit 2014-2015 \$36,660.33	<u>YTD % Usage</u> 73%
	Feb \$3,897.19	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$26,783.21</u>	

LAUREL-CONCORD PUBLIC SCHOOL

LAUREL, NE

ESU# 1	August \$4,126.42	Sept \$8,667.50	Oct \$5,422.45	Nov \$8,277.87	Dec \$3,746.84	Jan \$4,544.21	Food Commit 2014-2015 \$66,788.68	<u>YTD % Usage</u> 62%
	Feb \$6,837.01	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$41,622.30</u>	

NIOBRARA PUBLIC SCHOOL

NIOBRARA, NE

ESU# 1	August \$4,335.16	Sept \$7,989.44	Oct \$4,896.02	Nov \$4,945.57	Dec \$2,020.49	Jan \$2,747.51	Food Commit 2014-2015 \$42,814.60	<u>YTD % Usage</u> 71%
	Feb \$3,276.01	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$30,210.20</u>	

PENDER PUBLIC SCHOOLS

PENDER, NE

ESU# 1	August \$5,126.88	Sept \$7,959.42	Oct \$6,132.02	Nov \$6,986.64	Dec \$4,292.59	Jan \$3,335.47	Food Commit 2014-2015 \$59,816.11	<u>YTD % Usage</u> 65%
	Feb \$5,012.15	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$38,845.17</u>	

PONCA PUBLIC SCHOOL

PONCA, NE

ESU# 1	August \$3,469.07	Sept \$7,329.95	Oct \$5,448.96	Nov \$5,042.35	Dec \$3,857.77	Jan \$4,410.54	Food Commit 2014-2015 \$51,526.06	<u>YTD % Usage</u> 69%
	Feb \$5,929.17	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$35,487.81</u>	

RANDOLPH PUBLIC SCHOOLS

RANDOLPH, NE

ESU# 1	August \$2,612.15	Sept \$4,429.33	Oct \$2,713.72	Nov \$3,548.94	Dec \$1,756.97	Jan \$1,434.15	Food Commit 2014-2015 \$40,889.51	<u>YTD % Usage</u> 46%
	Feb \$2,127.59	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$18,622.85</u>	

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WAKEFIELD COMM SCHOOL		WAKEFIELD, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$5,942.37	Sept \$12,076.10	Oct \$9,525.73	Nov \$8,174.79	Dec \$3,216.44	Jan \$6,088.81	\$78,214.59	64%
	Feb \$4,696.12	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$49,720.36</u>	

WALTHILL PUBLIC SCHOOL		WALTHILL, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$7,526.03	Sept \$12,499.20	Oct \$7,782.12	Nov \$8,894.56	Dec \$7,828.78	Jan \$6,604.84	\$88,920.91	66%
	Feb \$7,435.28	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$58,570.81</u>	

WAUSA PUBLIC SCHOOL		WAUSA, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$1,679.41	Sept \$3,470.65	Oct \$1,941.85	Nov \$2,135.33	Dec \$1,822.70	Jan \$1,589.42	\$30,000.00	47%
	Feb \$1,566.95	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,206.31</u>	

WAYNE PUBLIC SCHOOL		WAYNE, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$5,061.24	Sept \$8,591.54	Oct \$4,691.93	Nov \$7,667.50	Dec \$4,414.30	Jan \$4,012.73	\$73,895.77	55%
	Feb \$5,878.29	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$40,317.53</u>	

WINSIDE PUBLIC SCHOOL		Winside, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$966.12	Sept \$4,191.55	Oct \$2,599.75	Nov \$3,686.91	Dec \$2,071.77	Jan \$1,673.48	\$36,694.31	47%
	Feb \$2,055.32	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$17,244.90</u>	

WYNOT PUBLIC SCHOOLS		WYNOT, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 1	August \$2,229.28	Sept \$4,589.19	Oct \$3,953.97	Nov \$3,051.98	Dec \$2,719.72	Jan \$2,642.19	\$27,917.84	81%
	Feb \$3,401.68	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$22,588.01</u>	

Total Sales for ESU# 1 : \$411,251.68

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NORTH BEND CENTRAL

NORTH BEND, NE

ESU#	2	August \$138.70	Sept \$14,055.63	Oct \$8,701.01	Nov \$9,623.43	Dec \$9,043.00	Jan \$6,330.31	Food Commit 2014-2015 \$81,470.31	<u>YTD % Usage</u> 69%
		Feb \$8,556.69	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$56,448.77</u>	

OAKLAND CRAIG SCHOOLS

OAKLAND, NE

ESU#	2	August \$4,776.94	Sept \$4,863.55	Oct \$4,676.92	Nov \$4,268.79	Dec \$3,965.21	Jan \$2,012.35	Food Commit 2014-2015 \$52,723.70	<u>YTD % Usage</u> 51%
		Feb \$2,555.48	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$27,119.24</u>	

RAYMOND CENTRAL PUBLIC SCHOOL

RAYMOND, NE

ESU#	2	August \$5,460.76	Sept \$15,347.42	Oct \$9,329.39	Nov \$8,422.87	Dec \$7,653.19	Jan \$5,420.87	Food Commit 2014-2015 \$79,264.21	<u>YTD % Usage</u> 76%
		Feb \$8,272.88	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$59,907.38</u>	

SCRIBNER-SNYDER SCHOOLS

SCRIBNER, NE

ESU#	2	August \$1,185.85	Sept \$3,826.70	Oct \$2,911.33	Nov \$2,114.07	Dec \$2,494.27	Jan \$1,574.32	Food Commit 2014-2015 \$35,899.93	<u>YTD % Usage</u> 45%
		Feb \$2,009.84	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$16,116.38</u>	

TEKAMAH HERMAN PUBLIC SCHOOL

TEKAMAH, NE

ESU#	2	August \$1,470.97	Sept \$3,789.13	Oct \$2,955.86	Nov \$3,613.79	Dec \$2,813.68	Jan \$2,083.38	Food Commit 2014-2015 \$79,025.24	<u>YTD % Usage</u> 26%
		Feb \$3,507.87	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$20,234.68</u>	

WAHOO PUBLIC SCHOOLS

WAHOO, NE

ESU#	2	August \$12,346.63	Sept \$22,686.82	Oct \$20,353.39	Nov \$17,668.79	Dec \$17,732.42	Jan \$17,891.86	Food Commit 2014-2015 \$172,135.09	<u>YTD % Usage</u> 71%
		Feb \$14,065.38	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$122,745.29</u>	

WEST POINT PUBLIC SCHOOL

WEST POINT, NE

ESU#	2	August \$4,192.26	Sept \$9,415.38	Oct \$6,485.38	Nov \$6,388.39	Dec \$4,133.04	Jan \$4,490.02	Food Commit 2014-2015 \$110,250.57	<u>YTD % Usage</u> 35%
		Feb \$3,703.51	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$38,807.98</u>	

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WISNER PILGER SCHOOL

WISNER, NE

ESU#	2	August \$6,877.45	Sept \$10,260.57	Oct \$6,838.27	Nov \$8,746.09	Dec \$5,421.36	Jan \$6,382.92	Food Commit 2014-2015 \$71,547.55	<u>YTD % Usage</u> 69%
		Feb \$4,888.24	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$49,414.90</u>	

YUTAN PUBLIC SCHOOLS

YUTAN, NE

ESU#	2	August \$5,172.45	Sept \$8,561.35	Oct \$7,039.26	Nov \$8,377.92	Dec \$4,662.34	Jan \$3,821.59	Food Commit 2014-2015 \$52,523.06	<u>YTD % Usage</u> 82%
		Feb \$5,404.45	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$43,039.36</u>	

Total Sales for ESU# 2 : \$646,850.89

ARLINGTON PUBLIC SCHOOLS

ARLINGTON, NE

ESU#	3	August \$4,698.58	Sept \$6,034.47	Oct \$3,840.62	Nov \$4,568.28	Dec \$3,595.27	Jan \$4,001.71	Food Commit 2014-2015 \$64,445.80	<u>YTD % Usage</u> 46%
		Feb \$2,611.79	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$29,350.72</u>	

BENNINGTON PUBLIC SCHOOL

BENNINGTON, NE

ESU#	3	August \$14,157.01	Sept \$27,280.11	Oct \$14,854.35	Nov \$20,956.01	Dec \$12,679.58	Jan \$10,167.60	Food Commit 2014-2015 \$222,309.63	<u>YTD % Usage</u> 53%
		Feb \$18,461.94	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$118,556.60</u>	

DC West Community Schools

VALLEY, NE

ESU#	3	August \$5,497.26	Sept \$11,417.26	Oct \$5,330.78	Nov \$4,555.38	Dec \$3,099.20	Jan \$4,636.21	Food Commit 2014-2015 \$93,175.51	<u>YTD % Usage</u> 41%
		Feb \$4,061.21	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$38,597.30</u>	

ELMWOOD MURDOCK SCHOOL

MURDOCK, NE

ESU#	3	August \$1,881.62	Sept \$4,387.80	Oct \$2,874.09	Nov \$4,111.69	Dec \$3,100.49	Jan \$2,416.26	Food Commit 2014-2015 \$42,174.17	<u>YTD % Usage</u> 54%
		Feb \$3,965.48	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$22,737.43</u>	

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GRETNA PUBLIC SCHOOL

GRETNA, NE

ESU# 3	August \$16,168.80	Sept \$38,713.96	Oct \$24,742.36	Nov \$19,831.57	Dec \$15,548.73	Jan \$15,587.23	Food Commit 2014-2015 \$268,593.38	<u>YTD % Usage</u> 54%
	Feb \$14,872.13	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$145,464.78</u>	

LOUISVILLE PUBLIC SCHOOL

LOUISVILLE, NE

ESU# 3	August \$2,230.74	Sept \$4,635.84	Oct \$6,083.85	Nov \$6,632.45	Dec \$4,451.38	Jan \$4,075.77	Food Commit 2014-2015 \$50,000.00	<u>YTD % Usage</u> 62%
	Feb \$2,690.15	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$30,800.18</u>	

OUR LADY OF LOURDES ELEM SCH

OMAHA, NE

ESU# 03	August	Sept \$3,504.50	Oct \$630.88	Nov \$588.13	Dec \$479.18	Jan \$579.54	Food Commit 2014-2015 \$9,688.29	<u>YTD % Usage</u> 64%
	Feb \$446.34	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$6,228.57</u>	

ST BERNADETTE SCHOOL

OMAHA, NE

ESU# 3	August \$1,634.83	Sept \$2,828.79	Oct \$1,570.38	Nov \$2,523.20	Dec \$1,130.95	Jan \$1,167.18	Food Commit 2014-2015 \$12,032.54	<u>YTD % Usage</u> 97%
	Feb \$835.50	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$11,690.83</u>	

ST. THOMAS MORE SCHOOL

OMAHA, NE

ESU# 03	August \$941.92	Sept \$4,234.61	Oct \$1,924.34	Nov \$2,684.14	Dec \$1,076.28	Jan \$2,455.96	Food Commit 2014-2015 \$15,487.33	<u>YTD % Usage</u> 91%
	Feb \$790.98	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,108.23</u>	

ST. WENCESLAUS SCHOOL

OMAHA, NE

ESU# 3	August \$629.34	Sept \$10,281.24	Oct \$9,275.92	Nov \$6,680.20	Dec \$4,563.48	Jan \$6,301.69	Food Commit 2014-2015 \$71,644.97	<u>YTD % Usage</u> 61%
	Feb \$6,035.56	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$43,767.43</u>	

Total Sales for ESU# 3 : \$461,302.07

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HUMBOLDT-TABLE ROCK-STEINAUER		HUMBOLDT, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$1,846.39	Sept \$4,502.28	Oct \$2,320.62	Nov \$2,517.63	Dec \$2,429.43	Jan \$1,948.49	\$55,270.05	32%
	Feb \$2,112.62	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$17,677.46</u>	

JOHNSON COUNTY CENTRAL - COOK		COOK, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$1,051.36	Sept \$2,762.28	Oct \$1,591.04	Nov \$1,687.60	Dec \$1,864.26	Jan \$2,560.87	\$26,636.67	46%
	Feb \$805.95	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$12,323.36</u>	

JOHNSON COUNTY CENTRAL -		TECUMSEH, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$1,594.78	Sept \$3,750.34	Oct \$2,436.03	Nov \$1,492.51	Dec \$1,209.67	Jan \$2,050.77	\$43,238.36	34%
	Feb \$2,226.79	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,760.89</u>	

LOURDES CATHOLIC SCHOOL		NEBRASKA CITY, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$6,388.50	Sept \$7,156.94	Oct \$5,578.62	Nov \$6,558.88	Dec \$2,619.87	Jan \$4,797.17	\$33,550.28	112%
	Feb \$4,398.36	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$37,498.34</u>	

PALMYRA DISTRICT OR1 SCHOOL		PALMYRA, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$3,530.00	Sept \$8,610.45	Oct \$5,386.56	Nov \$5,510.00	Dec \$3,287.66	Jan \$3,139.52	\$51,404.77	65%
	Feb \$4,181.21	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$33,645.40</u>	

STERLING PUBLIC SCHOOL		STERLING, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU# 4	August \$3,199.95	Sept \$3,622.92	Oct \$2,532.08	Nov \$2,668.48	Dec \$1,679.32	Jan \$1,734.65	\$23,560.46	76%
	Feb \$2,389.45	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$17,826.85</u>	

Total Sales for ESU# 4 : \$133,732.30

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BEATRICE PUBLIC SCHOOL

BEATRICE, NE

ESU#	5	August \$14,326.26	Sept \$21,667.13	Oct \$17,030.20	Nov \$20,646.49	Dec \$13,495.37	Jan \$12,250.59	Food Commit 2014-2015 \$282,298.76	<u>YTD % Usage</u> 40%
		Feb \$12,476.52	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$111,892.56</u>	

BRUNING-DAVENPORT SCHOOL DIST.

DAVENPORT, NE

ESU#	5	August \$2,573.40	Sept \$2,644.99	Oct \$2,184.25	Nov \$2,212.15	Dec \$1,650.58	Jan \$1,653.32	Food Commit 2014-2015 \$39,586.26	<u>YTD % Usage</u> 37%
		Feb \$1,536.53	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,455.22</u>	

DESHLER LUTHERAN SCHOOL

DESHLER, NE

ESU#	5	August \$47.50	Sept \$17.11	Oct	Nov \$147.10	Dec	Jan	Food Commit 2014-2015 \$7,265.74	<u>YTD % Usage</u> 4%
		Feb \$99.60	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$311.31</u>	

DESHLER PUBLIC SCHOOL

DESHLER, NE

ESU#	5	August \$885.05	Sept \$3,486.15	Oct \$2,231.67	Nov \$1,865.89	Dec \$934.40	Jan \$1,811.85	Food Commit 2014-2015 \$29,354.06	<u>YTD % Usage</u> 45%
		Feb \$1,917.75	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$13,132.76</u>	

FAIRBURY PUBLIC SCHOOL

FAIRBURY, NE

ESU#	5	August \$5,757.23	Sept \$16,602.47	Oct \$10,529.95	Nov \$9,928.28	Dec \$7,754.49	Jan \$8,561.56	Food Commit 2014-2015 \$130,059.62	<u>YTD % Usage</u> 53%
		Feb \$9,677.78	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$68,811.76</u>	

FREEMAN PUBLIC SCHOOLS

ADAMS, NE

ESU#	5	August \$4,347.18	Sept \$6,850.38	Oct \$5,615.43	Nov \$5,549.99	Dec \$5,262.07	Jan \$4,068.80	Food Commit 2014-2015 \$59,496.72	<u>YTD % Usage</u> 61%
		Feb \$4,747.62	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$36,441.47</u>	

MERIDIAN PUBLIC SCHOOL

DAYKIN, NE

ESU#	5	August \$2,820.88	Sept \$5,557.02	Oct \$4,073.68	Nov \$3,326.53	Dec \$3,593.75	Jan \$4,117.65	Food Commit 2014-2015 \$22,231.51	<u>YTD % Usage</u> 122%
		Feb \$3,733.84	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$27,223.35</u>	

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TRI COUNTY SCHOOLS

ESU# 5	DEWITT, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$69,117.71	31%	
\$2,000.99	\$4,957.88	\$3,991.73	\$3,105.41	\$2,281.59	\$2,461.50			
Feb	March	April	May	June	July			
\$2,561.16						Total Sales to Date for 2014-2015		
						<u>\$21,360.26</u>		

Total Sales for ESU# 5 : \$293,628.69

CRETE PUBLIC SCHOOLS

ESU# 6	CRETE, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$305,233.53	61%	
\$28,682.83	\$39,135.95	\$30,260.62	\$28,899.60	\$17,324.18	\$15,775.26			
Feb	March	April	May	June	July			
\$25,062.68						Total Sales to Date for 2014-2015		
						<u>\$185,141.12</u>		

EXETER-MILLIGAN PUBLIC SCHOOL

ESU# 6	EXETER, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$31,653.83	44%	
\$2,858.10	\$2,235.87	\$1,998.75	\$2,181.28	\$1,167.86	\$2,109.43			
Feb	March	April	May	June	July			
\$1,464.25						Total Sales to Date for 2014-2015		
						<u>\$14,015.54</u>		

LINCOLN LUTHERAN JR/SR HIGH

ESU# 6	LINCOLN, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$59,088.21	59%	
\$4,990.46	\$9,033.76	\$4,494.35	\$4,603.04	\$3,691.21	\$4,025.42			
Feb	March	April	May	June	July			
\$3,943.14						Total Sales to Date for 2014-2015		
						<u>\$34,781.38</u>		

MILFORD PUBLIC SCHOOL

ESU# 6	MILFORD, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$83,920.43	71%	
\$6,903.39	\$12,688.57	\$10,168.53	\$9,467.82	\$8,174.35	\$5,240.14			
Feb	March	April	May	June	July			
\$7,066.38						Total Sales to Date for 2014-2015		
						<u>\$59,709.18</u>		

ST JOHN LUTHERAN SCHOOL

ESU# 6	SEWARD, NE						Food Commit 2014-2015	<u>YTD % Usage</u>
August	Sept	Oct	Nov	Dec	Jan	\$23,988.74	59%	
\$1,539.82	\$2,628.77	\$1,838.72	\$2,476.35	\$1,052.80	\$2,456.79			
Feb	March	April	May	June	July			
\$2,279.85						Total Sales to Date for 2014-2015		
						<u>\$14,273.10</u>		

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ST JOSEPHS CATHOLIC SCHOOL

YORK, NE

ESU# 6	August \$497.47	Sept \$1,758.69	Oct \$1,081.06	Nov \$1,306.43	Dec \$654.95	Jan \$1,091.03	Food Commit 2014-2015 \$9,316.48	<u>YTD % Usage</u> 80%
	Feb \$1,086.06	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$7,475.69</u>	

WILBER CLATONIA PUBLIC SCHOOL

WILBER, NE

ESU# 6	August \$5,099.87	Sept \$8,791.87	Oct \$8,022.47	Nov \$10,166.27	Dec \$4,828.12	Jan \$5,921.08	Food Commit 2014-2015 \$100,527.09	<u>YTD % Usage</u> 51%
	Feb \$8,256.71	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$51,086.39</u>	

Total Sales for ESU# 6 : \$366,482.40

BOONE CENTRAL ELEM. & H.S.

ALBION, NE

ESU# 7	August \$6,015.34	Sept \$7,988.69	Oct \$5,482.40	Nov \$4,116.87	Dec \$3,168.14	Jan \$2,827.22	Food Commit 2014-2015 \$60,000.00	<u>YTD % Usage</u> 57%
	Feb \$4,397.12	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$33,995.78</u>	

CENTRAL CITY PUBLIC SCHOOL

CENTRAL CITY, NE

ESU# 7	August \$2,028.45	Sept \$5,648.49	Oct \$3,587.61	Nov \$2,984.87	Dec \$4,521.94	Jan \$3,715.71	Food Commit 2014-2015 \$50,000.00	<u>YTD % Usage</u> 52%
	Feb \$3,399.89	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$25,886.96</u>	

Central Nebraska Community Services

Columbus, NE

ESU# 7	August \$1,304.28	Sept \$5,415.16	Oct \$3,790.64	Nov \$3,732.87	Dec \$3,072.69	Jan \$2,176.47	Food Commit 2014-2015 \$16,200.00	<u>YTD % Usage</u> 138%
	Feb \$2,833.32	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$22,325.43</u>	

CROSS COUNTY COMM. SCHOOL

STROMSBURG, NE

ESU# 7	August \$2,851.87	Sept \$4,638.22	Oct \$2,677.09	Nov \$3,410.07	Dec \$2,613.62	Jan \$2,509.38	Food Commit 2014-2015 \$57,715.95	<u>YTD % Usage</u> 38%
	Feb \$3,407.77	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$22,108.02</u>	

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DAVID CITY - BELLWOOD ATTENDENCE

Bellwood, NE

ESU# 07	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$2,147.77	\$1,220.79	\$1,028.69	\$743.31	\$813.86	\$606.54	\$13,199.11	55%
	Feb \$660.52	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$7,221.48</u>	

DAVID CITY PUBLIC SCHOOL

DAVID CITY, NE

ESU# 7	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$6,333.19	\$8,475.48	\$5,482.41	\$6,767.39	\$6,105.99	\$5,941.16	\$67,984.69	65%
	Feb \$4,966.34	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$44,071.96</u>	

EAST BUTLER PUBLIC SCHOOL

BRAINARD, NE

ESU# 7	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$2,238.25	\$4,150.30	\$2,785.82	\$3,050.28	\$2,203.01	\$2,540.98	\$40,273.12	48%
	Feb \$2,444.55	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$19,413.19</u>	

HUMPHREY PUBLIC SCHOOL

HUMPHREY, NE

ESU# 7	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$1,609.76	\$2,525.59	\$1,725.82	\$1,396.27	\$1,269.47	\$1,051.58	\$35,522.26	30%
	Feb \$980.18	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$10,558.67</u>	

LAKEVIEW COMM. SCHOOL

COLUMBUS, NE

ESU# 7	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$2,947.53	\$17,970.63	\$8,009.69	\$9,808.25	\$8,020.00	\$8,849.28	\$95,938.43	67%
	Feb \$8,258.77	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$63,864.15</u>	

PALMER PUBLIC SCHOOL

PALMER, NE

ESU# 7	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$2,858.42	\$7,432.55	\$4,533.05	\$4,681.48	\$4,160.01	\$3,562.70	\$51,199.46	61%
	Feb \$4,094.12	March	April	May	June	July	Total Sales to Date for 2014-2015	
							<u>\$31,322.33</u>	

Total Sales for ESU# 7 : \$280,767.97

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MADISON ELEMENTARY SCHOOL		MADISON, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
		\$2,048.24	\$7,329.16	\$5,116.18	\$5,366.10	\$5,033.10	\$2,733.02	\$41,176.14
		Feb	March	April	May	June	July	78%
		\$4,365.39						
							Total Sales to Date for 2014-2015	<u>\$31,991.19</u>

MADISON HIGH / MIDDLE SCHOOL		MADISON, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
		\$2,719.42	\$8,244.74	\$7,824.59	\$6,816.25	\$6,660.69	\$3,838.10	\$48,710.78
		Feb	March	April	May	June	July	86%
		\$5,859.89						
							Total Sales to Date for 2014-2015	<u>\$41,963.68</u>

NELIGH OAKDALE SCHOOL		NELIGH, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
		\$3,351.28	\$6,818.10	\$4,399.89	\$4,262.07	\$2,496.99	\$3,427.59	\$65,701.69
		Feb	March	April	May	June	July	46%
		\$5,696.16						
							Total Sales to Date for 2014-2015	<u>\$30,452.08</u>

OSMOND COMMUNITY SCHOOL		OSMOND, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
		\$2,294.85	\$3,848.42	\$2,229.15	\$2,451.83	\$1,447.88	\$1,240.19	\$38,160.86
		Feb	March	April	May	June	July	40%
		\$1,595.62						
							Total Sales to Date for 2014-2015	<u>\$15,107.94</u>

PIERCE PUBLIC SCHOOL		PIERCE, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
		\$8,559.34	\$11,516.60	\$9,316.60	\$8,763.16	\$4,678.98	\$3,424.05	\$103,217.99
		Feb	March	April	May	June	July	53%
		\$8,525.50						
							Total Sales to Date for 2014-2015	<u>\$54,784.23</u>

STANTON COMMUNITY SCHOOLS		STANTON, NE					Food Commit 2014-2015	<u>YTD % Usage</u>
ESU#	8	August	Sept	Oct	Nov	Dec	Jan	
			\$2,061.78	\$4,888.54	\$2,944.72	\$2,953.02	\$2,928.15	\$79,524.45
		Feb	March	April	May	June	July	25%
		\$3,805.84						
							Total Sales to Date for 2014-2015	<u>\$19,582.05</u>

Total Sales for ESU# 8 : \$193,881.17

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BLUE HILL SCHOOL

BLUE HILL, NE

ESU#	9	August	Sept \$2,440.81	Oct \$2,249.23	Nov \$1,026.91	Dec \$1,578.00	Jan \$1,015.09	Food Commit 2014-2015 \$48,414.46	YTD % Usage 21%
		Feb \$1,645.83	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$9,955.87</u>	

CHRIST LUTHERAN ELEMENTARY

JUNIATA, NE

ESU#	9	August \$817.56	Sept -\$16.36	Oct \$1,583.49	Nov -\$31.71	Dec \$745.52	Jan	Food Commit 2014-2015 \$5,419.59	YTD % Usage 74%
		Feb \$886.92	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$3,985.42</u>	

DONIPHAN-TRUMBULL PUBLIC

DONIPHAN, NE

ESU#	9	August \$4,227.78	Sept \$10,262.31	Oct \$5,084.95	Nov \$5,938.27	Dec \$3,773.55	Jan \$6,487.66	Food Commit 2014-2015 \$53,756.04	YTD % Usage 78%
		Feb \$6,413.28	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$42,187.80</u>	

KENESAW PUBLIC SCHOOL

KENESAW, NE

ESU#	9	August	Sept \$596.91	Oct \$423.20	Nov	Dec \$330.03	Jan \$198.51	Food Commit 2014-2015 \$26,578.52	YTD % Usage 8%
		Feb \$508.65	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$2,057.30</u>	

LAWRENCE NELSON ELEMENTARY

LAWRENCE, NE

ESU#	9	August \$1,382.50	Sept \$2,625.09	Oct \$2,594.85	Nov \$1,964.24	Dec \$1,705.56	Jan \$1,393.39	Food Commit 2014-2015 \$22,911.24	YTD % Usage 62%
		Feb \$2,444.65	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,110.28</u>	

LAWRENCE NELSON JR/SR HIGH

NELSON, NE

ESU#	9	August \$2,069.29	Sept \$2,802.41	Oct \$2,276.31	Nov \$2,002.69	Dec \$1,396.49	Jan \$2,110.36	Food Commit 2014-2015 \$18,067.91	YTD % Usage 78%
		Feb \$1,439.50	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$14,097.05</u>	

SANDY CREEK SCHOOLS

FAIRFIELD, NE

ESU#	9	August \$5,517.51	Sept \$7,054.16	Oct \$5,562.17	Nov \$3,570.56	Dec \$3,858.08	Jan \$4,639.01	Food Commit 2014-2015 \$94,798.40	YTD % Usage 36%
		Feb \$4,033.56	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$34,235.05</u>	

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SILVER LAKE PUBLIC SCHOOL

ROSELAND, NE

ESU# 9	August \$4,742.85	Sept \$7,349.10	Oct \$5,248.25	Nov \$5,814.88	Dec \$5,606.48	Jan \$4,303.44	Food Commit 2014-2015 \$42,818.06	<u>YTD % Usage</u> 89%
	Feb \$4,893.00	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$37,958.00</u>	

SUPERIOR PUBLIC SCHOOL

SUPERIOR, NE

ESU# 9	August \$5,848.26	Sept \$10,519.38	Oct \$7,185.77	Nov \$9,643.18	Dec \$6,893.59	Jan \$6,250.11	Food Commit 2014-2015 \$72,175.15	<u>YTD % Usage</u> 74%
	Feb \$6,840.64	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$53,180.93</u>	

Total Sales for ESU# 9 : \$211,767.70

CENTURA PUBLIC SCHOOL

CAIRO, NE

ESU# 10	August \$3,796.30	Sept \$10,145.31	Oct \$6,584.79	Nov \$5,544.93	Dec \$4,812.85	Jan \$4,065.51	Food Commit 2014-2015 \$70,977.03	<u>YTD % Usage</u> 56%
	Feb \$5,011.58	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$39,961.27</u>	

LOUP CITY PUBLIC SCHOOL

LOUP CITY, NE

ESU# 10	August \$3,847.19	Sept \$5,962.48	Oct \$7,118.71	Nov \$5,393.01	Dec \$2,176.19	Jan \$3,841.08	Food Commit 2014-2015 \$48,000.00	<u>YTD % Usage</u> 63%
	Feb \$2,103.51	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$30,442.17</u>	

NORTHWEST HIGH SCHOOL

GRAND ISLAND, NE

ESU# 10	August \$5,239.45	Sept \$9,910.61	Oct \$6,792.34	Nov \$6,283.40	Dec \$4,515.45	Jan \$6,298.61	Food Commit 2014-2015 \$175,222.42	<u>YTD % Usage</u> 25%
	Feb \$4,252.91	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$43,292.77</u>	

RAVENNA PUBLIC SCHOOL

RAVENNA, NE

ESU# 10	August \$3,897.10	Sept \$6,685.85	Oct \$4,786.02	Nov \$4,415.13	Dec \$2,340.89	Jan \$3,302.46	Food Commit 2014-2015 \$75,097.51	<u>YTD % Usage</u> 38%
	Feb \$2,782.14	March	April	May	June	July	Total Sales to Date for 2014-2015 <u>\$28,209.59</u>	

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ST PAUL PUBLIC SCHOOL

ST PAUL, NE

ESU# 10	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$120,715.34	YTD % Usage 58%
	\$7,362.83	\$18,185.82	\$9,772.53	\$9,916.20	\$7,844.33	\$8,293.57		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$69,805.21	
	\$8,429.93							

Total Sales for ESU# 10 : \$211,711.01

AXTELL PUBLIC SCHOOLS

AXTELL, NE

ESU# 11	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$39,396.32	YTD % Usage 59%
	\$1,459.02	\$4,611.55	\$4,173.83	\$3,281.89	\$3,161.78	\$2,944.55		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$23,218.89	
	\$3,586.27							

MINDEN PUBLIC SCHOOLS

MINDEN, NE

ESU# 11	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$100,630.85	YTD % Usage 48%
	\$5,183.31	\$12,074.26	\$7,533.25	\$6,438.50	\$4,688.65	\$6,289.99		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$48,098.92	
	\$5,890.96							

Total Sales for ESU# 11 : \$71,317.81

BAYARD PUBLIC SCHOOLS

BAYARD, NE

ESU# 13	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$40,000.00	YTD % Usage 80%
	\$4,864.01	\$4,436.04	\$7,052.66	\$4,014.84	\$3,725.49	\$2,611.49		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$31,880.36	
	\$5,175.83							

GARDEN COUNTY SCHOOLS

OSHKOSH, NE

ESU# 13	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$28,000.00	YTD % Usage 70%
	\$2,915.17	\$4,228.32	\$3,054.59	\$2,897.77	\$1,874.45	\$2,735.86		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$19,682.16	
	\$1,976.00							

SIDNEY PUBLIC SCHOOL

SIDNEY, NE

ESU# 13	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015 \$184,528.64	YTD % Usage 28%
	\$9,643.69	\$10,266.11	\$8,241.16	\$6,158.62	\$3,576.09	\$5,499.23		
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015 \$51,892.06	
	\$8,507.16							

Total Sales for ESU# 13 : \$103,454.58

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OUR REDEEMER LUTHERAN SCHOOL NORTH PLATTE, NE

ESU# 16	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
		\$1,786.94	-\$27.57	\$818.89			\$6,251.93	49%
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015	
	\$462.27						<u>\$3,040.53</u>	

Total Sales for ESU# 16 : \$3,040.53

CODY KILGORE SCHOOLS

CODY, NE

ESU# 17	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
		\$9,252.82	\$5,224.62	\$5,265.47	\$4,536.11	\$3,429.08	\$26,136.91	122%
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015	
	\$4,233.21						<u>\$31,941.31</u>	

Total Sales for ESU# 17 : \$53,035.62

ROCK COUNTY HIGH SCHOOL

BASSETT, NE

ESU# 17	August	Sept	Oct	Nov	Dec	Jan	Food Commit 2014-2015	YTD % Usage
	\$3,545.91	\$4,510.15	\$3,102.22	\$3,161.66	\$1,915.68	\$1,470.29	\$24,845.30	85%
	Feb	March	April	May	June	July	Total Sales to Date for 2014-2015	
	\$3,388.40						<u>\$21,094.31</u>	

August Total \$400,746.89
September Total \$781,781.88
October Total \$553,301.23
November Total \$549,101.32
December Total \$403,533.46
January Total \$401,846.66
February Total \$449,187.39

Total Current Sales for All ESUs: \$3,539,498.83

Total Comparative Data 2013-2014 Sales for All ESU's: <u>\$4,342,421.24</u> (Last year August-February Sales)

March Total
April Total
May Total
June Total
July Total



AEPA IFB 015-A Office Supplies Bid





100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

October 1, 2014

Jeff Kimball
Purchasing Department
Oakland Schools
2111 Pontiac Lake Road
Waterford, MI 48328-2736

Quill Bid Number: 14-9910
Customer Bid Info: IFB 015-A Office Supplies
Account Number: 6714762

Dear Jeff Kimball,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping are good through **February 28, 2016**.

In addition to the enclosed bid items, for all other purchases we're pleased to offer your organization additional column discounts* to our already discounted prices in our catalog which are up to 80% off list. These extra savings are good through **February 28, 2016**.

25% Janitorial
20% Paper
20% Office Products
20% Education Products
12% Ink and Toner
10% Furniture
5% Technology

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- Written acceptance is requested to guarantee your discounts. Please see attached Bid Response Form.
- Please be sure to reference the above Quill.com account for easy and accurate processing.
- Quill.com offers easy online ordering with visibility to your column discount*.
- Please fax or email your tax exempt form to taxexempt@Quill.com or fax 800-499-8805.

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Quill's Bid Department

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BID AWARD FORM

Written acceptance is requested in order to ensure the proper bid pricing discount quoted, **please fill out and return** this form as soon as possible.

Quill Bid #: **14-9910** *****Please reference this bid # and Quill Item Numbers on ALL purchase orders***

Account #: **6714762** State: **MI**

Account Name: **Oakland Schools**

Do you accept our discounts on our catalog? Yes No

25% Janitorial
20% Paper
20% Office Products
20% Education Products
12% Ink and Toner
10% Furniture
5% Technology

Do you accept our itemized bid prices? Yes No

If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

If no, who was awarded your bid _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered

Are you tax exempt? Yes No If yes, please send your certificate to tax.exempt@Quill.com or fax to 800-499-8805.

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Thank you for the opportunity to do business with you!

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To Whom It May Concern:

Re: EEO Certification

Because we deal with 700 vendors and 1.1 million customers, it is impossible for us to reply on an individual basis and read each company's certification requirements. Please accept the following as our standard report.

- You are advised that Quill Corporation does not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability; or an unfavorable discharge from military service.
- Quill Corporation hereby certifies that it does not maintain or provide for their employees any segregated facilities at any establishment. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, sex marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or and unfavorable discharge from military service.
- Quill Corporation also maintains and conspicuously posts a written sexual harassment policy consistent with state and federal law.
- Quill Corporation also complies with Affirmative Action obligations under Executive Order 11246.
- Quill Corporation has a commitment to its employees to provide a safe and drug free work environment, with policies in places that address our expectations.

If we can clarify any questions regarding our policy on this issue, please call or write.

Sincerely yours,

Thank you,
Susan DeSack

Employment Compliance Manager
Staples
500 Staples Drive
Framingham, MA 01702
☎ Office: 1-508-253-1727
☎ eFax: 1-508-382-5528
✉ Email: Susan.Desack@Staples.com
June 2014



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

EQUAL EMPLOYMENT OPPORTUNITY

Quill Corporation is a large business, wholly owned subsidiary of Staples, Inc.

As a company we comply with all Federal and State Affirmative Action Laws and Requirements.

See attached EEO1 for Staples and Certification

CO= L103806
U= L103806

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. STAPLES INC CORPORATE STP
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

SECTION C - TEST FOR FILING REQUIREMENT

2.a. STAPLES INC CORPORATE STP
500 STAPLES DRIVE
FRAMINGHAM, MA 01702
1-Y 2-Y 3-Y DUNS NO.:151064821

SECTION E - ESTABLISHMENT INFORMATION

c. Y

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS * MGRS	6	1	143	2	0	4	0	0	48	0	0	5	0	0	209
FIRST/MID OFFICIALS * MGRS	236	98	2347	194	12	99	10	7	1219	100	3	55	7	2	4389
PROFESSIONALS	90	101	1403	68	5	241	3	1	1521	104	7	137	4	5	3690
TECHNICIANS	67	16	348	60	3	10	0	0	89	20	3	1	0	1	618
SALES WORKERS	2374	2332	12541	2491	110	699	81	40	10187	2272	103	485	79	53	33847
ADMINISTRATIVE SUPPORT	184	233	997	217	4	41	7	4	1921	465	5	52	7	17	4154
CRAFT WORKERS	51	1	209	11	0	7	0	1	7	0	0	0	0	0	287
OPERATIVES	1286	663	2461	1267	18	185	16	6	1474	384	10	84	6	3	7863
LABORERS * HELPERS	0	0	3	2	0	0	0	0	2	0	0	0	0	0	7
SERVICE WORKERS	35	15	158	50	3	8	0	1	50	17	0	3	0	0	340
TOTAL	4329	3460	20610	4362	155	1294	117	60	16518	3362	131	822	103	81	55404
PREVIOUS REPORT TOTAL	4326	3387	21043	4257	159	1272	123	49	16939	3284	104	793	104	43	55883

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/25/2013 THRU 08/31/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: REGIS MULOT
EEO-1 REPORT CONTACT PERSON: REGIS MULOT
EMAIL: REGIS.MULOT@STAPLES.COM

TITLE: SVP HUMAN RESOURCES
TITLE: SVP HUMAN RESOURCES
TELEPHONE NO: 1508253220

CERTIFIED DATE[EST]: 02/07/2014 11:04 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: (ATL) Diane Stalcup	
	PHONE (A/C, No, Ext): 678-539-4877	FAX (A/C, No): 678-539-4890
E-MAIL ADDRESS: dstalcup@beechercarlson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property & Casualty		20699
INSURER C: Indemnity Insurance of North America		43575
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: 18988480 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	HDO-G27330472	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTOS		ISA-H08818897	2/1/2014	2/1/2015	COMBINED SINGLE LIMITY (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		XOO-G27368566	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR-C47878305(AZ,CA,MA) SCF-C47878317(WI) WCU-C47878329(OH) WLR-C47878299(AOS)	2/1/2014 2/1/2014 2/1/2014 2/1/2014	2/1/2015 2/1/2015 2/1/2015 2/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is included as Additional Insured to the extent required by written contract only.

CERTIFICATE HOLDER ** Evidence of Coverage **	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Sharon D. Brainard



ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: ** Evidence of Coverage **

ADDRESS:

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/14 - 2/1/15

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:

- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation

- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource



**INVITATION FOR BID NUMBER AEPA IFB #015
PART A – TERMS AND CONDITIONS**

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EDT, Wednesday, October 8, 2014

For Catalog Bids: 015-A. Office Supplies, 015-B. Instructional & School Supplies, 015-C. Custodial Equipment & Supplies, Restroom, Break Room & Safety Supplies, 15-D. Security, 015-E. Live Finger Print & Palm Scanning, 015-F. Walk-Through Metal Detectors

For Construction Related Bids: 15.1–A Modular & Portable Buildings, 015.1–B Security & Consulting

Each bid package consists of three or more parts:

- Part A – Notice to Bidders, Bid Procedures and Terms and Conditions**
- Part B – Commodity Specifications**
- Part C – Bid Forms**
- Part D - G – Additional Bid Forms if required (varies by commodity)**

All bids shall be submitted to Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736, in a sealed envelope marked "SEALED BID AEPA #015" on the front of the envelope. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Bid documents can be downloaded after registering by following the link from the web at www.aepacoop.org. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and publicly read immediately following the deadline.

Bid and Contract Timeline:

August 18, 2014	Publication of Bids and IFB available on the AEPA website www.aepacoop.org
September 9, 2014	Pre-Bid Conference Call – Must register by Sept. 3 rd to participate
September 25, 2014	Deadline for questions from Bidders
October 8, 2014, 1:30 pm EDT	Deadline for Bid Submittals and Public Opening of Bids
November 7, 2014	Contract Recommendations posted on www.aepacoop.org
December 2, 2014	AEPA Approval of bids
December 8, 2014	Bidders are advised of the results of the bid
December 3, 2014 to March 1, 2015	Vendor Partner's submit required documentation to Member Agencies
No later than March 1, 2015 to February 28, 2016	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2016 - 2018	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,220,993
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	854,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	554,845
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,668,155
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,041,602
Iowa	Iowa Educators Consortium	Jamie Albertsen	jalbertsen@iec-ia.org	510,000
Kansas	Southeast Kansas Education Service Center	Brad Stefanoni	brad.stefanoni@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,530
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	954,177
Michigan	Oakland Schools	Tim Loock	tim.loock@oakland.k12.mi.us	1,525,000
Minnesota	Minnesota Service Cooperative	Jeremy Kovash	jkovash@lsc.org	845,177
Missouri	Cooperating School Districts	Kelly Hackworth	khackworth@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	142,347
Nebraska	Nebraska ESU Cooperative Purchasing	Kip Schneider	kschneider@esu17.org	336,069
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,300,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	John Jankowski	john.jankowski.1@sendit.nodak.edu	105,632
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,850,000
Oregon	Intermountain ESD	Caryn Appler	caryn.appler@imesd.k12.or.us	531,555
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	4,600,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	4,933,617
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,200,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Dee Cockrille	dcockril@access.k12.wv.us	282,308
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Stahl	lisa.stahl@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	90,000
			Total Students:	34,551,336

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I. ABOUT AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. BID PROCEDURES

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will prepare two (2) computer/electronic CD or USB Flash Drive of all files requested along with complete catalogs (See Section F. Bid Submission below). Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 34,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will send responses to a single receiving point for all AEPA Member Agencies. Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call –

Pre-Registration Required by 3:00 PM EDT September 3, 2014 (No exceptions)

AEPA will host a voluntary pre-bid conference call on Tuesday, September 9, 2014, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than 3 PM EDT, Wednesday, September 3, 2014, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to **Jeff Kimball** to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder's responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, September 9, 2014

	Eastern	Central	Mountain	Pacific
A. Office Supplies Catalog	11:30 AM	10:30 AM	9:30 AM	8:30 AM
B. Instructional & School Supplies Catalog	12:00 PM	11:00 AM	10:00 AM	9:00 AM
C. Custodial Equipment & Supplies Catalogs	12:30 PM	11:30 AM	10:30 AM	9:30 AM
D. Security Related Bids	1:30 PM	12:30 AM	11:30 AM	10:30 AM
E. Modular & Portable Buildings	2:30 PM	1:30 PM	12:30 PM	11:30 AM

C. Questions

All questions and responses received during the IFB process will be available on the AEPA website (www.aepacoop.org), as addenda, and will become part of the bid documents. It is the Bidders responsibility to check the website for the addenda prior to the bid deadline. Questions received less than fourteen (14) days prior to bid due date will not be answered. **All questions should reference the bid number and category for which the question is being asked and submit as follows:**

Questions regarding this IFB from the time the IFB is published until September 25, 2014, should be submitted to Questions@aepacoop.org. **SEE CORRECTION PAGE**

Questions regarding this IFB after Bid Opening (October 8, 2014) but prior to the approval of the contract, should be submitted to Bids@aepacoop.org.

Questions regarding this IFB after Notification of Approval should be submitted to President@aepacoop.org.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or

reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security – The only bid category requiring a bid bond is Modular Buildings

If required, bids shall be accompanied by a satisfactory bid security in the amount of \$25,000.00 or \$100,000.00 as noted in Part B of Modular & Portable Buildings. If a Bidder fails to submit the bid security by the bid due date, its response shall be deemed non-responsive and will not be considered.

Acceptable bid security will be in an amount of \$25,000 or \$100,000, with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in three parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C contains the Bid Forms to be filled out and returned by the Bidder. Some bid categories may contain additional Parts or Forms.
- b. All bid responses shall be on the forms provided and referenced in Part C – Bid Forms.
- c. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- d. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and AEPA.
- e. In case of an error in extension of prices in the bid, unit prices shall govern.
- f. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- g. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- h. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Two (2) complete copies of the bid response shall be submitted on separate but identical electronic media, either CDs or flash drives. CDs or flash drives must be properly labeled with the Bidders name and bid category. **NOTE: Individual files should not exceed the maximum file size of 20MB. If a file size is larger, Bidders will have to separate into multiple parts and label accordingly.**
- b. Bid Form A, Bid Form B and Bid Security, if applicable, shall be submitted in hard copy and a copy of these forms and the remaining response shall be submitted in electronic format with original signatures.
- c. Format for the CD or Flash Drive – Files must be placed in the proper folders on the CD or Flash Drive as listed below:

FOLDER A CONTENTS:

- a. **Document Development:** Bid Forms for this IFB are published on www.aepacoop.org in both Microsoft Word and PDF formats. Bidders may download the Microsoft Word forms and complete them electronically or they may download PDF forms, type or complete by hand. All documents

- requiring an original signature or which were not completed electronically must be scanned and saved as PDF documents on the electronic media. All documents must be titled with the name of the Company and Form. For example: *Bidder Name Form A*.
- b. **Table of Contents:** Using the form provided (See Part C – Bid Forms), complete a Table of Contents for the bid proposal. Provide as a Word Document or a document that has been scanned to a PDF, and title as per the instructions in **Document Development** above.
 - c. **Bid Affidavit (FORM A):** Complete the form provided. A signature of the Bidder’s authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
 - d. **Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the Bidder’s authorized representative is required. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
 - e. **Service Questionnaire for Bidder (FORM C):** The Questionnaire seeks information about the Bidder’s pricing structure, service areas, past performance and commerce processes. Complete the form provided. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in **Document Development** above.
 - f. **Company Information (FORM D):** The Company Information Form provides background information on the Company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder’s chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED.** Scan the Form, any attachments and the letter from the Bidder’s chief financial institution or Annual Financial Report to a single PDF format and title as per the instructions in **Document Development** above.
 - g. **Exceptions to Terms and Conditions (FORM E):** Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the “no exceptions” box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
 - h. **Part B - Specifications:** The Part B – Specifications document . represents the needs and interests of the AEPA Member Agencies and their Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must check either the ‘Comply’ or ‘Deviate’ column for all specifications listed in this section. The authorized representative must initial the form. Scan to a PDF format and title as per the instructions in **Document Development** above.
 - i. **Deviations (FORM F):** Explanations of deviations noted in response to standard, product, category and service specifications on the **Part B - Specifications** are required on Form F. If there are no deviations, the form must be returned with the “no deviations” box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
 - j. **Bid Security**, if required, for various categories. Hard copy sent with bid and a PDF of Bid Security in folder A.

FOLDER B CONTENTS:

- a. **Pricing (FORM G):** Form G is intended as the cover document for the Bidder’s discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.

- b. **Excel Workbook with Discounts and Pricing Schedule:** Title the Excel document as per the instructions in **Document Development** above. Be sure to complete the required tabs as outlined on Form G.
- c. **Warranties, Additional Services or Incidental Price Schedule (G.5):** In response to Form G., the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- d. **Additional Discounts (G.6):** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- e. **Catalogs and/or Price lists:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in **Document Development** above.

FOLDERS C and ETC., CONTENTS:

Folder C and additional folders are reserved for any additional documents or files other than those listed above that may be requested and/or related to this bid.

If the bid is awarded, the Bidder will be required to produce original signed and notarized Forms A and B in paper (hard copy) form for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

3. Bid Transmittal – Due by October 8, 2014, at 1:30 PM EDT

It is the responsibility of the Bidder to be certain that the bid submittal is in the actual possession of AEPA at **Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736**, on or prior to the exact due date and time of **October 8, 2014, at 1:30 PM EDT**. Bids must be submitted in a sealed envelope or box properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. **Bids received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.**

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be publicly read.

G. Bid Evaluation

Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the *Evaluation, Approval and Award* section located in Section V. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to the website (SEE LINK BELOW) on November 7, 2014. If the AEPA approves the recommended contract at the Winter Meeting, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder's responsibility to access this information. It should be noted that while a

company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

[http://www.aepacoop.org/pages/Association of Educational Pur/Bidding Information/Bid 2015/Contract A approval Recs](http://www.aepacoop.org/pages/Association_of_Educational_Pur/Bidding_Information/Bid_2015/Contract_A_approval_Recs)

Once the approved Bidders have been notified by AEPA, *it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and mail the signed and notarized Forms A and B (Located in Part C) to each of the participating AEPA Member Agencies.* Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency' representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. RESPONSIBILITIES OF A VENDOR PARTNER

As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. RESPONSIBILITIES OF AEPA MEMBER AGENCIES

In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

V. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

The terms **Bidder**, **Offeror** and **Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

The term **Participating Entity** is used to identify those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

The term **Buyer** is used to identify the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the month of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as

prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part A, Section VI (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened at the time and place, and in the manner designated in this document. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

Bid Security: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be placed in Folder A. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

"Prospective Bidder" has notified AEPA of a desire to bid by registering on the AEPA website.

"Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).

"Recommended Bidder" has been approved by AEPA for its AEPA Member Agencies for contract consideration.

"Vendor Partner" has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance

equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies:

The submission of the bid did not involve collusion or other anti-competitive practices;

The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and

The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A Commercially Available Catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under

a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions:
 - A. To request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered;
 - B. To work with the Vendor Partner to mediate and resolve the situation; or
 - C. To notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.]

Delivery Terms, Conditions and Requirements:

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - A. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.

- B. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- C. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner.
13. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee

of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background).
2. Is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed below and elsewhere in this bid.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - A. Submitted on time.
 - B. Materially satisfy all mandatory requirements identified throughout the IFB.
 - C. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
 - D. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
 - E. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
 - F. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.
2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.
3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state.

Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- A. Submitted a responsive bid;
- B. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
- C. A demonstrated and documented satisfactory track record of performance in the national market place;
- D. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- E. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- F. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. Cost Evaluation:

- A. Cost and price schedules conform to and provide the information required in Part B and C of this bid;
- B. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with equal or lesser volume;
- C. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts:
 - 1) Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - 2) Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
- D. Based on the cost evaluation, a recommendation will be made to approve a single bidder or make a multiple bidder award.

External Procurement Unit means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4) Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection

Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. **The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.** **Installation:** Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.
2. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).

3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
4. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids shall not be opened and will be deemed non-responsive and within twenty-four hours such determination will be posted to AEPA's website www.aepacoop.org. Bidders with rejected bids must make a written request within thirty (30) days to AEPA by sending an email to secretary@aepacoop.org requesting to have their rejected bid returned at Bidder's expense. Late bids will be destroyed after forty-five (45) days.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local public body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use

with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. **Multiple Approvals and Awards:** Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. Standard Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver and invoice the Buyer;
- D. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- E. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly).
- F. Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- D. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
- E. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- F. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency)

When a Vendor Partner based online ordering system is available, the following functionality is preferred:

- A. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- B. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.

- C. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- D. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- E. Electronic ordering systems that list catalog price and AEPA discounted price.
- F. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- G. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- H. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

- A. Member Agency Specific terms and conditions
- B. Specifications and scope of work
- C. General terms and conditions
- D. Attachments and exhibits
- E. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and copyright indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Pricing: Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. Please note the following that relate to pricing:

Most Advantageous Pricing: The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.

Primary Pricing/Secondary Pricing Strategies: All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".

1) **Primary Pricing:** All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).

- A. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.

- a. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - b. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - c. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) *may* include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - d. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
- B. Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes:
- Product Category
 - Product Description
 - Manufacturer
 - Manufacturer SKU
 - Vendor SKU
 - Unit of Measure
 - Item List Price
 - AEPA Bid Price
- a. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - b. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies at the AEPA Winter meeting to go into effect the following contract term.
 - c. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - d.
 - e. **New Products/Services:** Vendor Partner may submit new products or technologies, that are within the original scope of work for the bid, to be added to the contract at the time of renewal pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests

should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting.

C. Pricing based on a Cost-plus-a-percentage-of-cost: This type of pricing is prohibited.

2) **Secondary Pricing Methods:** Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

A. Customized Price List: Bidders are **required** to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:

- a. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
- b. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
- c. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
- d. Items may not include special order or customized service products unless agreed to by the Vendor Partner.

B. Hot List Pricing: Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions:

- a. The price reduction is available to all AEPA Member Agencies equally.
- b. The price reduction is for a specific time period, no less than thirty (30) days.
- c. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.
- d. The original price for products/services is not exceeded after the time limit.
- e. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities.
- f. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.

C. Volume Price Discounts: Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions:

- a. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
- b. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
- c. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services:

1. **Product Line:** If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.

2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
 - A. The enhancement is recommended by AEPA and approved by the Member Agency;
 - B. The option is priced at a discount similar to other options;
 - C. The option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:

- A. Of a quality to pass without objection in the industry and professional standards normally associated with them;
- B. Fit for the intended purpose(s) for which they are used;
- C. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- D. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
- E. Conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists:

- 1. Bidders shall include an electronic and paper copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response.
- 2. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:

- 1. The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order;
- 2. The purchase order describes the amounts to be paid and the date of payment;
- 3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
- 4. That payments will only be made when actual goods and/or services are verified/received; and
- 5. That any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

- 1. **Procurement Phases:** AEPA's procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - A. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - B. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - C. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
- 2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - A. The name, address and telephone number of the protester;
 - B. The original signature of the protester or its representative;
 - C. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - D. A detailed statement of the factual grounds or legal basis for the protest;
 - E. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - F. The form of relief requested.
- 3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:

- A. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
- B. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
- C. **Contract Award:** Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	Questions@aepacoop.org
AEPA Approval	Bid Coordinator	Bids@aepacoop.org
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	See AEPA Member Agency Information sheet

1. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
2. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required By Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, should reference the bid number and respective category and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted to Questions@aepacoop.org.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to Bids@aepacoop.org.
3. After notification of AEPA contract approval, questions should be submitted via email to President@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at President@aepacoop.org.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies and must complete an online sales report on the AEPA Website. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been barred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the **Acceptance of Bid and Contract Award (Form B)**. The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not

accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit.

The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party.

Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the

time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies/methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing..

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

Association of Educational Purchasing Agencies (AEPA)

Bid 015 - Summary of State General Overview

Part A Table

AEPA Member Agency State	General			Ordering Process			Construction, Products and Services										Potential Customers					
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties
CA	2%	No	No	Yes	Yes	No	N/A	N/A	N/A	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CO	2%	No	No	Yes	No	No	No	No	No	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No				Yes	Limited	Limited	**		Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	Yes	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes
WV	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	1%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

* Depending upon the type of agency making the purchase products may or may not be taxable
 ** Iowa Code Chpt. 26 & 273

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Quill Corporation, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto KCDA-King County Director's Association, as Obligee, in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for IFB#015-A Office Supplies Quill Bid No. 14-9910, Kent, WA ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 30th day of September, 2014.

Quill Corporation

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Jeffrey L. Broyles, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225756

Certificate No. 005631532

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Margaret M. Davis, Shari K. Welborn, Joyce Bjorge, Jeffrey L. Broyles, Charles W. Floberg, Lisa Meyer, Jennifer Truesdale, Sue Noakes, Nadya Alami, Jessica Carpenter, and Tamara A. Ringeisen

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



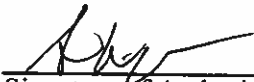
[Signature]
Marie C. Tetreault, Notary Public

CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Association of Educational Purchasing Agencies (AEPA) solicitation on behalf of all Michigan public entities (the "Participating Entity"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to provide a response to a solicitation for three (3) years from the date it is determined that the person has submitted the false certification.

QUILL CORPORATION
Name of Company


Signature of Authorized Representative

Shina Goodman
Name of Authorized Representative

President NA Commercial
Title of Authorized Representative

10/2/2014
Date

To be completed and signed below.

Return with bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the bid. However, the MRESC will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes
 No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. Yes
 No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "NO" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract_compliance/

- Click on "Forms" and then "AA302" and "Instructions" under the heading "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the MRESC within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Quill Corporation

Address 100 Schetter Rd

City, State, Zip Lincolnton NJ 21 60069

Name of Authorized Agent Shina Goodman Title President NA Commercial

SIGNATURE [Signature] Date 10/2/2014

NJ Business Registration Form

All vendors must have a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey and prior to receiving the award of a contract with a public entity.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION: 970-097-382/500 ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 EFFECTIVE DATE: 07/14/04 FUSION BRC(04)0111	TRADE NAME: CLIENT REGISTRATION: SEQUENCE NUMBER: 0107330 ISSUANCE DATE: 07/14/04 <div style="text-align: right; margin-top: 10px;"> <i>John S. Tully</i> <small>Act. Director</small> </div>
This Certificate is not for sale or transfer and must be conspicuously displayed at above address.	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:
20041014112823533

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. A valid Business Registration Certificate must be provided to the MRESC before the award of a contract can be made.

STATE OF NEW JERSEY Certificate of Authority

DEPARTMENT OF TREASURY
DIVISION OF TAXATION
TREASURY, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

purvised in N.J.S.A. 54:52B-1 ET. SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of name, address or address is effected

**QUILL CORPORATION
100 SCHELTER RD.
LIMCOLMSHIRE IL 68869-3621**

Francis J. Suter
Deputy Director

This Registration No: 362-952-904/888

Tax Effective Date: 04-07-02

Document Locator No. 80000000000

Date Issued: 03-22-02

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 25032

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2015



QUILL CORPORATION
100 SCHELTER ROAD
LINCOLN SHIRE

IL 60069

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

08/21/04

Taxpayer Identification# 362-952-904/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (809)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

QUILL CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#:

362-952-904/000

SEQUENCE NUMBER:

0843314

ADDRESS:

100 SCHELTER RD
LINCOLNSHIRE IL 60089-3621

ISSUANCE DATE:

08/21/04

EFFECTIVE DATE:

03/13/02

FORM-BRC(08-01)


Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Statement of Suspension or Debarment

STATE OF ~~NEW JERSEY~~ / ILLINOIS
Specify, of other

COUNTY OF LAKE

I, Shira Goodman of the (City, Town, Borough)
of Lincolnshire State of ILLINOIS of full age,

being duly sworn according to law on my oath depose and say that:

I am President NA Commercial of the firm
of QUILL CORPORATION the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: QUILL CORPORATION
(Company Name)

By: [Signature]
(Signature of authorized representative)

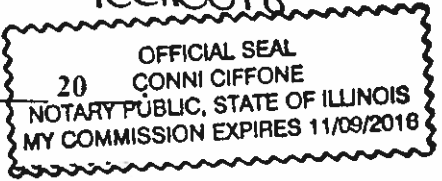
Subscribed and sworn to before me

This 2nd day of October, 2014.

[Signature]

(Seal) Notary Public of ~~New Jersey~~ / ILLINOIS
Specify Other State

My Commission expires _____



RETURN WITH BID

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU. EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature NWG
Company: QUIL CORPORATION
Name Bria Goodman
Title President NA Commercial

Middlesex Regional Educational Services Commission
Business Office
1660 Stelton Road
Piscataway New Jersey 08854

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that QUILL CORPORATION (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent

Signature

Title

Business Entity

Shirley Goodman
President NA Commercial
QUILL CORPORATION

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all

principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 52:34-25.

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- Corporation
- Partnership
- Sole Proprietorship
- Sub Chapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Other: _____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership," the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company QUILL CORPORATION
 Address 100 Schelter Rd.
 City, State, Zip Lincolnshire, IL 60069

List of Owners with Ten Percent (10%) or More Interest

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Share Owned
	NONE		

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature [Signature] Date 10/2/2014

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont'd)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals	Title
N A	

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company Quill Corporation

Address 100 Scheiter Rd

City, State, Zip Lincolnshire Illinois 60069

Authorized Agent Shina Goodman Title President NA Commercial

Shina Goodman
SIGNATURE OF AUTHORIZED AGENT

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Middlesex Regional Educational Services Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Middlesex Regional Educational Services Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Middlesex Regional Educational Services Commission to notify the Middlesex Regional Educational Services Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Middlesex Regional Educational Services Commission and that the Middlesex Regional Educational Services Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Shina Goodman Signature: [Signature]

Title: President NA Commercial Date: 10/2/2014

Bidder/Vendor: CDWILL Corporation



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P.O. BOX 039

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GAUDAGNO
Lt. Governor

TRENTON, NEW JERSEY 08625-0039

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona	20.	Liquefied Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Naftiran Intratrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil India Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	29.	Petroleos de Venezuela (PDVSA Petroleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Sameh Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America, Inc.
13.	China National United Oil Corporation (ChinaOil)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafte (INA)	37.	Sonangol
19.	Kingdream PLC	38.	Zhuhai Zhenrong Company

List Date: January 31, 2014



INVITATION FOR BID

AEPA IFB #015-A OFFICE SUPPLIES

PART B – SPECIFICATIONS

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 26) necessary to:

-Respond to request from a number of different types of educational, governmental and public institutions seeking office supplies.

-These parts and supplies will include but are not limited to: general office supplies, office electronics, paper products, miscellaneous equipment and specialty equipment and supplies.

-Types of services may include, but are not limited to: copy and print services.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Year 2-4	State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Years 2-4
California	Yes	AZ,NV	\$500,000	10%	Nebraska	Yes		\$1,500,000	15%
Colorado	Yes		?	2%	New Jersey	Yes		\$299,599	
Connecticut	Yes	MA,ME,NH, NY, RI,VT	\$50,000	10%	New Mexico	Yes		\$5,000,000	5%
Florida	Yes	AL,GA	\$1,000,000	10-20%	North Dakota	Yes		\$450,000	2%
Indiana	Yes		\$2,000,000	2%	Ohio	Yes		\$1,200,000	3%
Iowa	Yes	IL,SD	\$600,000	5%	Oregon	Yes		\$150,000	35%
Kansas	Yes	OK	\$2,000,000	2%	Pennsylvania	Yes	DE,HA, MD,NY,	\$750,000	20%
Kentucky	Yes	AL,GA,LA,MS, NC,SC,TN,WV	\$100,000	3%	Texas	Yes		\$800,000	10%
Massachusetts	Yes		\$150,000	2%	Virginia	Yes		\$500,000	5%
Michigan	Yes		\$50,000	5%	Washington	No	AK,ID	-	
Minnesota	Yes	SD	\$1,600,000	5%	West Virginia	Yes		750,000	15%
Missouri	Yes	AR,IL,LA,SD	\$800,000	10%	Wisconsin	Yes		533,252	20%
Montana	Yes	ID	\$300,000	8%	Wyoming	Yes	SD,UT	230,000	10%
					Total	25		\$21,312,851	

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes will increase in contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful

Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

No Terms and Abbreviations for the Office Supplies category.

5. Special Terms and Conditions

5.1 The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.

5.2 Vendor Partner will endeavor to supply products that are made in the United States of America.

6. Standard Specifications [Fixed Specifications]

Bidder must check either the 'Comply' or 'Deviate' column for each specification item. All deviations shall be noted and explained on Form F: Deviations (in Part C Bid Forms).

Item	Description	Comply	Deviate
6.1	The Vendor Partner will have access to a full inventory of the awarded product line.	✓	
6.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.	✓	
6.3	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.	✓	
6.4	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.	✓	
6.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.	✓	
6.6	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.	✓	
6.7	Optional services must be identified separately, and must include clear descriptions of proposed services.	✓	
6.8	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.	✓	

Item	Description	Comply	Deviate
6.9	Vendor Partners must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.	✓	
6.10	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.	✓	
6.11	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.	✓	
6.12	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.	✓	
6.13	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).	✓	
6.14	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.	✓	
6.15	Vendor Partner must maintain a toll free technical support line open 8 a.m. Eastern Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.	✓	
6.16	Vendor Partner must have a 24-hour toll-free order fax line.	✓	
6.17	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.	✓	
6.18	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.	✓	
6.19	Orders that are \$50.00 or more shall include free shipping. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States.	✓	

7. Product | Category Specific Specifications

Bidder must check either the 'Comply' or 'Deviate' column for each specification item. All deviations shall be noted and explained on Form F: Deviations (in Part C Bid Forms).

7.1 Minimum Requirements:			
Item	Description	Comply	Deviate
7.1.1	The catalog includes a variety of manufacturers of specified products and services, and 80% or more of the catalog is dedicated to office supplies.	✓	
7.1.2	The Vendor Partner provides general office supplies that include but are not limited to: pencils, pens, markers and other writing instruments; correction fluid, tape, film and other correction products; ink and toner cartridges, tape, glue, paste and other adhesives; staplers, staples, paper clips, and paper clamps; permanent and removable self-adhesive, moisten and stick, colored and clear, and specialty labels; standard file folders, hanging file folders, floor and desktop file cabinets, trays, containers and	✓	



INVITATION FOR BID

AEPA IFB #015-A Office Supplies

PART C – BID FORMS

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BID SUBMITTAL INSTRUCTIONS

1. Bid submission instructions can be found in Part A: Terms and Conditions, Section II, F: Bid Submission of this solicitation. Bidders are reminded that failure to follow, comply with, and adhere to these instructions of this solicitation may result in their response being deemed non-responsive.
2. It is the bidder's responsibility to ascertain that all documents submitted have been saved completely and appropriately to the CD or flash drive. Bidders should test both of the CDs or flash drives on computers independent from the system on which they were created to make sure the documents can be opened. Electronic media that cannot be opened by the bid committee may result in the rejection of the proposal.
3. AEPA, its member agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.

**AEPA IFB #015-A
OFFICE SUPPLIES
Bid Proposal Table of Contents**

Bidder QUILL CORPORATION
 Name of Authorized Representative Mina Goodman
 Office Address 100 Scheller Rd., Lincolnshire, IL 60009
 Time Zone: Eastern Central Mountain Pacific
 Telephone 800.634.4809 Fax 800.789.2016
 Email bid@quill.com Website www.Quill.com

Instructions: Please complete the table below with the information for the documents included in this bid proposal. The bidder is reminded that two identical copies of this material on electronic media, either two (2) CDs or two (2) flash drives, are required.

Form	Folder	Document Title on CD or Flash drive	Format (i.e., Word, PDF, Excel)	Notes
Table of Contents	A		PDF	
FORM A Bid Affidavit	A		PDF and hard copy	Signature and notarization required.
FORM B Acceptance of Bid & Contract Award	A		PDF and hard copy	Signature required.
FORM C Questionnaire	A		PDF	Signature required
FORM D Company Info	A		PDF	Signature required
Letter of Line of Credit or Annual Report	A		PDF	
FORM E Exceptions	A		PDF	Signature required
FORM F Deviations	A		PDF	Signature required
Part B – Specifications	A		PDF	Signature required
State Specific Required Forms (See Part A)	A		PDF	
FORM G Discount & Pricing Schedules	B		PDF	Signature required
Excel Workbook- FORM G Discount & Pricing Schedules	B		Excel	
G.5 Warranties, Additional Services (Optional)	B		PDF	
G.6 Additional Discounts (Optional)	B		PDF	
Catalogs/price lists	B		PDF	

AEPA BID FORM A: BID AFFIDAVIT

**AEPA IFB #015-A
OFFICE SUPPLIES**

NAME OF BIDDER Quill Corporation

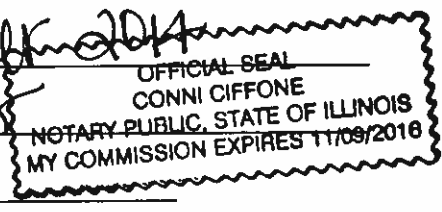
Instructions: This form must be signed by the bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If awarded, the bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the *Member Agency*, or any employee thereof, or any person, firm or corporation under contract with the *Member Agency* whereby the bidder, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of *Member Agency*, *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E, F and G of these bid forms.

Shina Goodman
 Authorized Representative (Please print or type)
President NA Commercial
 Title (Please print or type)
[Signature]
 Signature of Authorized Representative

100 Schetter Rd.
 Mailing Address
Lincolnshire, IL 60009
 City, State, Zip
10/2/14 800.684.4809
 Date Phone

Subscribed and sworn to before me this 2nd day of October 2014
 Notary Public in and for County of LAKE State of ILLINOIS
 My commission expires: Signature: Conni Ciffone



AEPA FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD

**AEPA IFB #015-A
OFFICE SUPPLIES**

NAME OF BIDDER Quill Corporation

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and saved to Folder A, and a **completed and signed paper version must be included in the package**. If approved by AEPA, the bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Quill Corporation Date 10/2/14
Company Address 100 Scheller Rd. City Lincolnshire State IL Zip 60069
Contact Person Shina Goodman Title President VA Commercial
Authorized Signature (ink only) [Signature] Title _____
Email Address bid@quill.com Phone 800.634.4809

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2016 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Agency Executive _____

Awarded this _____ day of _____ Contract Number _____

Contract to commence (Member Agency to select): _____ or March 1, 2015
(Enter date)

AEPA FORM C: SERVICE QUESTIONNAIRE FOR BIDDER

AEPA IFB #015-A

OFFICE SUPPLIES

NAME OF BIDDER Quill Corporation

Instructions: Please respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. Follow the instructions for titling the file and file organization under Part A, Section II Bid Procedures, F. Bid Submission, 2. Format of Bid Submittal.

Note: As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

1. The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. *Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.*

AEPA Member States	Participate in this bid category?	Has your company sold these products/services in these states for the PAST THREE YEARS?	If awarded a contract, which states does your company PROPOSE TO SELL IN?	Indicate which states your company has sales reps, distributors or dealers in.
California	Yes	X	X	X
Colorado	Yes	X	X	
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Indiana	Yes	X	X	
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	
Ohio	Yes	X	X	X
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	X
Washington	No	X	X	
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes	X	X	

2. **e-commerce:** Does this company have an e-commerce website? YES NO
If YES, what is the website? WWW.Quill.com

3. **Customer and Support Service:** It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

- a. Does this company have online customer support option? YES NO
- b. Does this company have a toll-free customer support phone option? YES NO
- c. Does this company offer local customer and support service options? YES NO

d. Describe the type, level, available and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation.

See attached

4. **Training:** If applicable, does this company offer customer training for the products and services sold?
 YES NO

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

SEE ATTACHED

5. **Pricing:**

- a. Is your pricing methodology guaranteed for the term of the contract? YES NO
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A? YES NO
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A? YES NO
- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A? YES NO

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume? YES NO

Indicate which of the following apply and the level of competitive range you are offering in response to this IFB. SEE ATTACHED MOST FAVORED CUSTOMER PRICING

- Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
- Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____ %

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)? YES NO

If YES, identify which cooperatives and the respective expiration date(s).

TCPN 3/1/2015
PUMC 1/1/2015

#3d.

The AEPA/Quill.com relationship will be managed by the following 3 individuals: Justin Sampsel, Ryan Spiegel, and Jonathan Warwick. All of the aforementioned individuals have the ability to travel anywhere within the United States as needed to service the AEPA account. Quill.com also offers a dedicated customer service line and interactive chat line which are available Monday through Friday 6 am to 6 pm CST and Saturday 8 am to 12 pm CST.

#4. Training

Quill.com will:

- Host quarterly team meetings to train and retrain sales associates on our TCPN offerings
- Conduct one-on-one coaching and sales training where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEPA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates



Most Favored Customer Pricing. If, during the Term, Supplier provides Products to another customer similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this Agreement, at prices that are lower than the prices set forth in this Agreement, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above. Notwithstanding the foregoing, **Quill reserves the right not to sell any Products below supplier purchase order cost.**

If YES and your company is awarded an AEPA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)? *Will.com include diligence, will qualify potential AEPA customers make the recommendation of an award to the AEPA program i/c whenever possible. Will.com will do what's best for customers.*

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee.
- a. The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
 - b. The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to adjusted the AEPA Member Agency's price.
 - c. The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

9. **Shipping & Handling:**

Orders that are \$50.00 or more shall include free shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?

\$ 0

10. **Product Returns:** Does your company have a return policy? YES NO

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment) *See attached Return policy.*

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount? YES NO

If YES, what is the discount? _____ % Net _____

12. **Leasing:** Do you offer leasing arrangements under this bid? YES NO

If YES, remember to indicate the rate factor and other cost factors on the Pricing spreadsheet(s).

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

No.	Responsibilities of an AEPA Vendor Partner	Yes	No
1	Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Return Policy:

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 60 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

We do not charge a Restocking Fee

Technology and Electronic Items: Non-defective technology and electronics items such as, but not limited to, electronics, printers, copiers, multifunction/fax machines, peripherals, networking, computer hardware, cameras, scanners, PDAs, monitors, multimedia projectors, and video equipment must be returned within 30 days and meet the following conditions: All computer product returns will be inspected and must be 100% complete. Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

Vending Equipment: The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions: The box must contain all original packing materials (where applicable), all product documentation as well as all parts and accessories with the UPC codes on the exterior. All returns will be inspected and must be 100% complete. All free items included with a specific product purchase must be returned as well to receive credit.

Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

Software: Software must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective software must be returned within 30 days and will be exchanged for the exact same software. Software licensing varies by manufacturer; call 1-800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer.

Computers/Laptops: You must have all of your original packaging and documentation. All notebooks/laptops must be returned within 14 days of receipt of product for a full credit or refund. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product. All returns will be inspected and must be 100% complete. Notebook/Laptop returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts and accessories.

	Partner's local sales representatives to market within each state.	✓	
5	On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.	✓	
6	On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.	✓	
7	Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	✓	
8	Attend two (2) AEPA meetings each year (see page 9 in Part A)	✓	
9	Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	✓	
10	Increase sales over the term of the contract with all participating AEPA Member Agencies.	✓	

Signature  _____
Must be same signature as on Bid Affidavit Signature and Acceptance Forms

AEPA FORM D: COMPANY INFORMATION

AEPA IFB #015-A

OFFICE SUPPLIES

NAME OF BIDDER Quill Corporation

COMPANY CONTACT INFORMATION

Company Name: Quill Corporation Website: www.Quill.com

Company Address: 100 Scheller Rd.

City: Lincolnshire State: IL Zip: 60069

Contact Person: JUSTIN SAMPSEL Title: VERTICAL MARKET MANAGER

Contact Phone: 800.634.9809 Contact Email: bid@quill.com

BACKGROUND

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a public company privately owned company.

In what year was this business started under its present name? 1950

Under what other or former name(s) has your business operated? N/A

Is this business a corporation? No Yes. If yes, please complete the following:

Date of incorporation: 12/15/77 State of incorporation: DELAWARE

Name of President: Shira Goodman

Name(s) of Vice President(s): Sergio Pereira

Name of Secretary: _____

Name of Treasurer: _____

See attached certificate of authority

Is this business a partnership? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. No Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

Certificate of Authority

The undersigned officer of Quill Corporation (the "Company") hereby certifies and that the below-named employees of the Company are authorized and empowered to make, enter into, sign, seal and deliver in behalf of the Company a contract for office and school supplies and a performance bond in connection with such contract:

Shira Goodman	President NA Commercial
Sergio Pereira	Senior Vice President
Kenneth M. Wnek	Vice President of Sales
Kayrle Sieber	Vice President of Marketing
Kevin Wood	Vice President of Merchandising
Matt Taylor	Director of Finance
Colin Doherty	Director of Sales
Barbara Slotten	National Sales Manager

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on 10/2, 2014



Signature



Print Name & Title *President NA Commercial*

Corporate Seal

September 2014

COMPANY HEADQUARTER LOCATION

Company Address: 100 Scheller Rd.
 City: Lincolnshire State: IL Zip: 60069
 Main Phone Number: 800.634.4809 How long at this address? 58 years

COMPANY BRANCH LOCATIONS

Branch Address: See attached locations
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2011, 2012 and 2013 YTD in the United States by the various public segments:

	2011	2012	2013 YTD
K-12 (public & private), Educational Service Agencies	\$ 123,937,890	\$ 125,656,982	\$ 123,431,424
Higher Education Institutions	\$ 14,817,423	\$ 14,131,921	\$ 12,805,430
Counties, Cities, Townships, Villages	\$ 134,315,276	\$ 132,307,774	\$ 128,251,529
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$ 8,33,654,619	\$ 865,518,736	\$ 876,328,743
TOTAL	\$ 1,106,725,407	\$ 1,137,615,413	\$ 1,140,817,130

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Justin Sampsel	National Account Manager	847.876.4239	Justin.Sampsel@quill.com
Sales Manager	Ryan Spragel	National Sales Manager	402.651.5094	Ryan.Spragel@quill.com



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

4510 Alitalia Ave.
Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

Customer & Support Manager	Justin Sampsel	Vertical Sales Manager	847.876.4239	Justin.Sampsel@quill.com
Function	Name	Title	Phone	Email
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers				
Technical, Maintenance & Support Services	N/A			
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
65	MAITLAND	FL
80	Lincolnshire	IL

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
* SEE ATTACHED WAREHOUSE LOCATIONS		

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation. *See Attached*

MARKETING

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the State column.)*

Name	Title	Phone	Email
Justin Sampsel	Vertical Manager	847.876.4239	Justin.Sampsel@quill.com
Janie Bajgent	Marketing Associate		JanieBajgent@quill.com

Field Sales Team

- 1-Orlando/Tampa, FL
- 1-Cleveland, OH
- 1-Nashville, TN
- 1-Chicago, IL
- 1-Milwaukee, WI
- 2-State of Iowa
- 2-States of Missouri & Kansas
- 2-States of Missouri & Illinois
- 1-States of Connecticut & New York
- 1-State of Pennsylvania
- 1-State of Oklahoma
- 3-State of Texas
- 1-State of Arizona
- 2-State of California
- 1-State of New Mexico



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

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Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

In-house Resources

Number of Employees: 788

70 Inside Sales associates that manage Education and Commercial National Accounts

62 Inside Sales associates manage Commercial National Accounts

25 Sales Support Associates (Bids & Admin)

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012 – 2013 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

See attached

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

See attached

4. **Sales Training:** Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

See attached

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

See attached Green Initiatives

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

See attached Green Initiatives

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

- 1. Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

- 1. Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2010, 2011 and 2012). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- 2. Legal:** Does this business have actions currently filed against it? No Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

#2 Marketing Activities: Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012-2013 (July 1 – June 30) List all conventions, conferences and other events at which this company exhibited.

- Utilize its sales force, comprised of 200 associates servicing commercial and education accounts throughout the United States to create and drive Quill and AEPA awareness
- Qualify accounts by having our sales team look at the overall performance of an account to determine opportunities to implement the AEPA pricing structure
- Enlist our marketing team to engage customers and enhance awareness through various channels including but not limited to emails, mailings, web and print ads and AEPA order form creation

Shows attended in 2013

MSBO (REMC)-Iowa ASBO (AEPA)-MACUL (REMC)-OKASBO (AEPA)-AEPA Spring Conference-Vision Source-Grrec Administrative Day-ALA-VLTA-FOE-PAEC (AEPA)-AASBO (AEPA)-NMCEL (AEPA)-Brightstar-TASBO-AEPA Winter Conference

#3 Cooperative Marketing: Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

- Quill.com has the ability to collaborate with Member Agencies in the following ways.... Co-branding of marketing materials like sell sheets, flyers, catalogs and tradeshow giveaways. Quill.com is able to participate in onsite trainings when available and also provide raffle/door prizes for AEPA sponsored events.

#4 Sales Training: Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

Quill.com will do the following....

- Host quarterly team meetings to train and retrain sales associates on our AEPA offerings
- Conduct one on one coaching and sales trainings where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEOA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates

Green Initiatives

Our Commitment to the environment

Quill Corporation (Quill.com) is a subsidiary of Staples, Inc. Quill Corporation is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill.com manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business.

Green Initiatives

- Energy efficiency
- Renewable power investment
- Green building design
- Reducing the carbon impact of our delivery fleet
- Recycling programs
- Responsible purchasing

Office supplies

Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.

Facility solutions

Quill.com's Facilities team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.

From the break room to the boardroom, Quill.com offers several safer alternatives for both you and the planet at a great price.

We offer:

Safe and effective cleaning chemicals

Remanufactured toner cartridges

Paper products made from sugarcane waste

Furniture solutions

Our Quill.com's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.

Technology solutions

Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.

Promotional products

With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.

Printing services

Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.

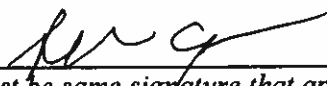
Disclosures

#1: Staples, Inc. (“Staples”) is the parent corporation of Quill Corporation. Staples is a public company regulated by the Securities and Exchange Commission (“SEC”). For information concerning Staples’ financial statements, please see Staples’ quarterly and annual reports filed with the SEC, which are available at www.staples.com.

REFERENCES

Provide contact information of your company's ten largest public agency customers:

	Agency	Name	Title	Phone Number	Email
1.	* SEE Attached References				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature  _____
Must be same signature that appears on the Bid Affidavit Signature and Acceptance Form



REGION 16 EDUCATION SERVICE
806/677-5000
5800 BELL ST
AMARILLO, TX 79109

GRANTS CIBOLA COUNTY SCHOOLS
505/285-2619
PO BOX 8
GRANTS, NM 87020

ALBUQUERQUE PUBLIC SCHOOLS
505/880-3700
PO BOX 25704
ALBUQUERQUE, TX 87125

ARCHDIOCESE OF MILWAUKEE SCHLS
SHIRLEY HORN 920/753-7500
ST LAWRENCE SEMINARY SCHOOL
301 CHURCH ST
MOUNT CALVARY, WI 53057

MILFORD BOARD OF EDUCATION
DEBBIE NESPOLI 203/783-3445
70 W RIVER ST
MILFORD, CT 06460

FARMINGTON MUNICIPAL SCHOOLS
DENISE STOKES 505/324-5009840
PO BOX 5850
FARMINGTON, NM 87499

PERRY COUNTY BD OF EDUCATION
JODY MAGGARD 606/439-5813
PO BOX 278
CHAVIES, KY 41727

DEMING PUBLIC SCHOOLS
VANESSA MILO 505/546-8841
1001 S DIAMOND AVE
DEMING, NM 88030

DADE COUNTY SCHOOL BOARD
DANIEL GARCIA 305/995-1624
1450 NE 2ND AVE
MIAMI, FL 33132

TRAVIS COUNTY PURCHASING OFC
ROSE GARCIA 512/473-9700
PO BOX 1748
AUSTIN, TX 78767

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

AEPA IFB #015-A OFFICE SUPPLIES

NAME OF BIDDER Quill Corporation

INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions. If creating a facsimile, the bidder is reminded to use the heading above, and include the bidder name and signature at the end.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A or B of this IFB.
- YES, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page	Outline Number	Term or Condition	Exception
C, pg 7	9	Delivery	*See attached Delivery
A, pg. 11	V	/ Audit Rights See Attached Exceptions most Advantageous Pricing Delivery Terms	
A, pg. 12	V		
A, pg 13, 20	V		
A, pg 14, 23, 28	V		
B, sec. 15	5.1	Special Terms	
A, pg. 17	V	Indemnification	

Signature 
 Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

IFB Section and Page	Outline Number	Term or Condition	Exception
Part A, page 11	V	Audit Rights	<p><i>Proposed language to be added to the end of this section:</i></p> <p>To the extent permitted by applicable law, the audit shall be conducted in accordance with the following:</p> <p>During the Term and for a period of twelve (12) months thereafter, Vendor Partner will upon not less than thirty (30) calendar days' prior written request, make available to Buyer no more than once per calendar year, at Vendor Partner's corporate offices, during normal business hours, the information from Vendor Partner's contract administration application pertaining to all invoices sent by Vendor Partner and payments made by Buyer for all products and services purchased by Buyer under this contract during the twelve (12) month period immediately prior to the date of Buyer's written audit request. Buyer may employ an independent auditor or consultant, or Buyer may choose to conduct such audit on its own behalf. Vendor Partner shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement with Vendor Partner, Vendor Partner will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the fees and costs of any auditor or consultant. Vendor Partner reserves the right to charge a reasonable fee for the preparation and delivery of audit reports provided to Buyer or any auditor or consultant hired by Buyer. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Vendor Partner or Buyer shall promptly reimburse or pay the affected party, as applicable. AEPA and Buyer may not conduct duplicative audits.</p>
Part A, page 12	V	Commercially Available Catalog	<p><i>Propose that the language be replaced in the entirety with the following language:</i></p> <p>"The list of products and/or services set forth in Form G, which may be amended from time to time by Vendor Partner and AEPA."</p>
Part A, page 13, 20	V	Cooperative Purchasing Contracts; Most Advantageous Pricing	<p>We propose to modify the language follows:</p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to AEPA, with similar volume requirements, order size, quantities and mix of products and services, delivery</p>

			<p>schedule, and geographic areas, and offers similar discounts, rebates, and guarantees as those offered under this contract, at prices that are lower than the prices set forth in this contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above; provided that Vendor Partner reserves the right not to sell any products below its purchase order cost.</p>
<p>Part A, page 14; p. 23, p. 28</p> <p>Part B, Section 5</p>	<p>V</p> <p>5.1</p>	<p>Delivery Terms: Improper delivery; Defective Goods;</p> <p>Special Terms and Conditions</p>	<p>We propose that these sections be replaced by the following language:</p> <p>Notwithstanding anything to the contrary, Vendor Partner's warranty and return policy shall govern, as follows:</p> <p>Vendor Partner expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer. Vendor Partner expressly warrants that all Vendor Partner-branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor Partner's samples, if any. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR PARTNER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Liquidated Damages</p>	<p>We propose to remove this language, which appears suited for construction, or installation, or other services transactions as opposed to the sale of goods.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Default in One Installment to Constitute Total Breach</p>	<p>We propose to remove this term given the context/industry and purpose of this agreement. This term appears suited for supply chain agreements.</p>
<p>Part A, page 17</p>	<p>V</p>	<p>Indemnification</p>	<p>We propose to clarify that this language governs <u>third party</u> claims.</p>



Delivery

- 99% in stock rate, 98% on time delivery
- **Standard Shipping** is via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO.
 - UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
 - Standard shipping for items w/prefix of JV are normally 1-2 business days ARO, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO
 - No shipping or processing fees.
- **Large Volume Orders** may ship via Truck - Tailgate Delivery within 2-7 business days ARO.
 - Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck and customer is responsible for unloading and bringing inside the building. No shipping or processing fees
 - A call 24 hours before a truck delivery can be arranged at no charge.
 - Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
 - For an additional fee of \$25.00 the driver will assist in unloading cartons from truck and bringing inside the building.
 - Installation and or set/up is not included. Additional charges will apply based on weight and site conditions. Please call for quote.
 - Pallet size is 48" X 42"
 - We cannot guarantee full carton shipments due to our automated order system.
 - In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
 - We cannot guarantee palletized shipments for large orders due to our automated order system.
 - For us to ship larger quantities and provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.
- Quill's Future Delivery option enables a school to plan for future needs while securing today's low sale prices
 - Schedule delivery and billing up to 4 months from the time of submitting your order
Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

AEPA FORM F: DEVIATIONS

AEPA IFB #015-A

Bid Category: OFFICE SUPPLIES

NAME OF BIDDER Quill Corporation

INSTRUCTIONS:

- 1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- [X] NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B.
[] YES, this bidder has the following deviations to the specifications listed in Part B.

Table with 3 columns: Outline Number from Part B, Specification (describe), and Details of Deviation. The table is currently empty.

Signature [Handwritten Signature]
Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA BID FORM G: PRICING SCHEDULE SUBMITTAL INSTRUCTIONS

**AEPA IFB #015-A
OFFICE SUPPLIES**

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS: *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Excel Workbook provided for Bidders to complete with your discounts, pricing, etc. Please note that there are several tabs in the Workbook that should be completed. You must use the provided Excel Workbooks. Pricing must be submitted in the Excel Workbook format with the file name "*Bidder Name Form G—Pricing - Description.*"
2. In addition to the provided Excel Workbooks, copies of the bidder's most recent catalog or pricelist showing the products available under this bid should be included as PDF documents.
3. Save all documents to Folder B.

These forms are provided on *individual tabs* on the Excel Workbook provided on the AEPA website:

G.1. Catalog Discount for Items in a Commercially Available (REQUIRED)

Complete a form for each catalog bid, reset the 'print area' if lines were added, and save the file according to directions. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid.

G.2A Core Items Price Schedule (REQUIRED)

Use this tab of the workbook to provide the Bid Discount Percentage and item information for all of the listed core items. Be sure to complete Form G.2B for non-core item pricing and item information.

G.2B Non-Core Price Schedule (REQUIRED)

Use this tab of the workbook to provide the item information and the Net Effective Bid Price for all non-core items in your catalog. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid. The information may be downloaded from your computer system, but must comply with our format.

G.3 Services Price Schedule (OPTIONAL)

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

G.4 Volume Discounts Schedule (OPTIONAL)

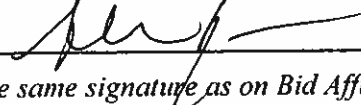
Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases **AND** for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

Use this tab of the workbook to provide the item information and the Net Effective Bid Price for **ALL ITEMS**

Additional Forms that may be provided by Bidder:

G.5. (Not Provided – Bidder Created) Warranties, Additional Services or Incidental Price Schedule: Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

G.6. (Not Provided – Bidder Created) Additional Discounts: If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

Signature 
Must be same signature as on Bid Affidavit Signature and Acceptance Form



Association - Educational

Form G.1 - Catalog Discount for Items in a Commercially Available Catalog

AEPA IFB #015-A OFFICE SUPPLIES

Bidding Company Name: Quill Corporation

Name of Catalog: 2014 School Reference Guide/Quill.com
(This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Form G.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments	No.
1	Facilities	25%	Includes Cleaning & Janitorial, Safety Products and Food & Beverage (K-Cups are excluded from discount) *Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers). B	1
2	Paper	20%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	2
3	Ink & Toner	12%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	3
4	Furniture	10%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	4
5	Technology	5%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	5
6	Education Products	20%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	6
7	Office Products	20%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending machines (including but not limited to Sales, Extreme Offers, Top Seller/Best Price Items, Free Gift offers, Special offers, Clearance and Just for You offers).	7
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Form G.2A – Core Items Price Schedule AEPD IFB #015-A OFFICE SUPPLIES

INSTRUCTIONS: Complete the following information for all core items listed below. These are higher usage items and it is anticipated that deeper discounts will be bid for these items. In the event a new catalog or manufacturer's price list changes during the contract term, the Bid Discount Percentage would remain the same. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

Form G.2A is a REQUIRED FORM

Bidding Company Name:		Enter company name here		Catalog Name:		2014 School Reference Guide/Quill.com					
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1	BATTERIES	AAA COPPERTOP VALUE PACK 24	DURACELL	MN2400B24000	BID 867473	PK	\$ 24.99	67.0%	\$ 8.24		1
2	BATTERIES	ALKALINE AA COPPERTOP VALUE PK	DURACELL	MN1500B24	BID 867474	PK	\$ 24.99	67.0%	\$ 8.24		2
3	BATTERIES	PROCELL D BATTERY 12 PACK	DURACELL	PC1300	BID PC1300	PK	\$ 21.99	77.3%	\$ 4.99		3
4	BINDERS & PORTFOLIO	BINDER BLACK 1" 2PK	QUILL	739301	BID 739301	EA	\$ 2.99	48.2%	\$ 1.55		4
5	BINDERS & PORTFOLIO	BINDER WHITE 2" RR	QUILL	739513	BID 739513	EA	\$ 4.99	56.5%	\$ 2.17		5
6	BINDERS & PORTFOLIO	BINDER WHITE 3" RR	QUILL	739554	BID 739554	EA	\$ 6.99	54.8%	\$ 3.16		6
7	BINDERS & PORTFOLIO	BINDER,VIEW,5",ROUND,WE	NB			EA					7
8	BINDERS & PORTFOLIO	CVR BINDER 2" CAP	NB			EA					8
9	BINDERS & PORTFOLIO	D-RING VIEW BINDER 3" WHITE	QUILL	7320313	BID 7320313	EA	\$ 11.99	76.6%	\$ 2.81		9
10	BINDERS & PORTFOLIO	D-RING VIEW BINDER 4" WHITE	QUILL	758554	BID 758554	EA	\$ 16.99	67.8%	\$ 5.47		10
11	BINDERS & PORTFOLIO	INDEX DIV CLEAR 8 TAB 3 PACK	AVERY	11417	BID 11417	PK	\$ 8.49	63.6%	\$ 3.09		11
12	BINDERS & PORTFOLIO	INDEX DIV MULTI C/N 5 TAB 3 PACK	AVERY	11406	BID 11406Q	PK	\$ 6.99	60.7%	\$ 2.75		12
13	BINDERS & PORTFOLIO	INDEX DIV MULTICLR 8TAB 3 PACK	AVERY	11407	BID 11407	PK	\$ 8.49	62.7%	\$ 3.17		13
14	BINDERS & PORTFOLIO	INSERTABLE 5TB BUFF-CLEAR 1PK	AVERY	C12135C	BID 11110Q	PK	\$ 1.29	65.9%	\$ 0.44		14
15	BINDERS & PORTFOLIO	INSERTABLE 5TB BUFF-COLOR 1PK	AVERY	C12135	BID 11109Q	PK	\$ 1.99	77.9%	\$ 0.44		15
16	BINDERS & PORTFOLIO	INSERTABLE 8TB BUFF-CLEAR 1PK	AVERY	C12138C	BID 11112QL	PK	\$ 1.99	66.8%	\$ 0.66		16
17	BINDERS & PORTFOLIO	INSERTABLE 8TB BUFF-COLOR 1PK	AVERY	C12138S	BID 11111Q	PK	\$ 1.99	66.8%	\$ 0.66		17
18	BINDERS & PORTFOLIO	INSERTABLE PAPER 5TB CLEAR 1PK	NB			PK					18
19	BINDERS & PORTFOLIO	PRESSBOARD RPT COVER 3 LT BE	QUILL	7-40409	BID 740409	EA	\$ 3.49	69.6%	\$ 1.06		19
20	BINDERS & PORTFOLIO	REINFORCEMENTS WHITE 200PK	AVERY	TD909	BID 05729	PK	\$ 2.49	73.1%	\$ 0.67		20
21	BINDERS & PORTFOLIO	VIEW 1" BINDER BLACK	QUILL	72218K	BID 72218K	EA	\$ 3.49	50.7%	\$ 1.72		21
22	BINDERS & PORTFOLIO	VIEW 1" BINDER BLUE	QUILL	79809	BID 79809	EA	\$ 9.49	67.0%	\$ 3.13		22
23	BINDERS & PORTFOLIO	VIEW 1" BINDER WHITE	QUILL	7221WE	BID 7221WE	EA	\$ 3.49	50.7%	\$ 1.72		23
24	BINDERS & PORTFOLIO	VIEW 1.5" BINDER WHITE	QUILL	8179914	BID 72215WE	EA	\$ 4.49	57.9%	\$ 1.89		24
25	BINDERS & PORTFOLIO	VIEW BINDER WHITE 1.5" 2PK	NB			PK					25
26	BINDERS & PORTFOLIO	WRITE-ON TOP TAB 5TB COLOR 1PK	QUILL	7-WE-5	BID 7WE5	PK	\$ 1.99	80.9%	\$ 0.38		26
27	CLIPS, PINS & RUBBER BANDS	BINDER CLIPS MED BLACK 24PK	QUILL	720500-QCC	BID 720500	PK	\$ 2.99	82.9%	\$ 0.51		27
28	CLIPS, PINS & RUBBER BANDS	BINDER CLIPS MINI BLACK 60PK	QUILL	30790-QL	BID 720100	PK	\$ 1.39	89.9%	\$ 0.14		28
29	CLIPS, PINS & RUBBER BANDS	BINDER CLIPS SMALL BLACK 36PK	QUILL	30790-QL	BID 720200	PK	\$ 1.39	84.9%	\$ 0.21		29
30	CLIPS, PINS & RUBBER BANDS	CLEAR PUSH PINS 250CT	QUILL	11172-QL	BID 11172QL	PK	\$ 2.29	78.2%	\$ 0.50		30
31	CLIPS, PINS & RUBBER BANDS	CLIPS BDR MED 1.25" 12/BOX	NB			BX					31
32	CLIPS, PINS & RUBBER BANDS	CLIPS BDR SM 3/4" /19MM 12/BX	NB			BX					32
33	CLIPS, PINS & RUBBER BANDS	CLIPS STIKKICLIPS 20/PK WE	STIKKICLIPS	STK01320	BID JV45597	PK	\$ 4.99	32.5%	\$ 3.37		33
34	CLIPS, PINS & RUBBER BANDS	FASTNER ROUNDHEAD BRASS SIZE 4	NB			PK					34
35	CLIPS, PINS & RUBBER BANDS	PAPER CLIPS #1 1000PK	QUILL	PKS	BID PKS	PK	\$ 5.49	60.5%	\$ 2.17		35
36	CLIPS, PINS & RUBBER BANDS	PAPER CLIPS #1 NONSKID 1000PK	QUILL	PKSNS	BID PKSNS	PK	\$ 5.49	58.5%	\$ 2.28		36
37	CLIPS, PINS & RUBBER BANDS	PAPER CLIPS JUMBO 1000PK	QUILL	A70PJUGA	BID PJUG	PK	\$ 10.99	53.8%	\$ 5.08		37
38	CLIPS, PINS & RUBBER BANDS	RUBBERBANDS ASSORTED 1.5OZ	QUILL	790054	BID 790054	PK	\$ 7.49	60.9%	\$ 2.93		38
39	CLIPS, PINS & RUBBER BANDS	SMALL BINDER CLIPS 3/8" 144PK	NB			PK					39
40	CORRECTION SUPPLIES	CORRECTION FLUID	BIC	WOFQD12	BID WOFQD12	EA	\$ 2.49	67.9%	\$ 0.80		40
41	CORRECTION SUPPLIES	CORRECTION TAPE 10PK	BIC	50790	BID WOTAPP10	PK	\$ 21.99	49.3%	\$ 11.14		41

Bidding Company Name:		Enter company name here				Catalog Name:			2014 School Reference Guide/Quill.com		
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
42	CORRECTION SUPPLIES	DRYLINE CORRECTION FILM 2 PK.	NB			PK					42
43	CORRECTION SUPPLIES	LIQUID PAPER BOND WHITE 3PK	NB			PK					43
44	DESK ACCESSORIES	6 OUTLET POWER STRIP 3FT	FELLOWS	99000	BID 99000	EA	\$ 9.99	50.6%	\$ 4.94		44
45	DESK ACCESSORIES	GAS DUSTER 2PACK 8OZ	DUST OFF	DPSM2	BID DPSM2	PK	\$ 18.99	74.9%	\$ 4.76		45
46	DESK ACCESSORIES	MED RECYCLED WASTE CAN, 28-QT	NB			EA					46
47	DESK ACCESSORIES	RECYCLED CUPBRD HRDBD-LTR	OIC	8350583130	BID 83130	EA	\$ 5.99	59.8%	\$ 2.41		47
48	DESK ACCESSORIES	SCIENTIFIC CALC	TEXAS INSTRUMENT	TI-30X	BID TI30XA	EA	\$ 10.99	5.0%	\$ 10.44		48
49	DESK ACCESSORIES	SOLID MOUSE PAD BLACK	QUILL	382955QL	BID 382955QL	EA	\$ 3.99	86.0%	\$ 0.56		49
50	DRY ERASE	CHISEL ASST 4CT	EXPO	80699	BID 80699	PK	\$ 16.99	51.4%	\$ 8.26		50
51	DRY ERASE	CHISEL TIP GRN DZ	QUILL	787138	BID 787138	BX	\$ 13.99	52.8%	\$ 6.61		51
52	DRY ERASE	CHISEL TIP MARKER BLUE DZ	QUILL	787140	BID 787140	BX	\$ 13.99	52.8%	\$ 6.61		52
53	DRY ERASE	CHISEL TIP MARKER RED DZ	QUILL	787137	BID 787137	BX	\$ 13.99	52.8%	\$ 6.61		53
54	DRY ERASE	CHISEL TIP ORANGE DZ	NB			DZ					54
55	DRY ERASE	CHISEL TIP PURPLE DZ	NB			BX					55
56	DRY ERASE	ERASER	QUILL	81505	BID 81505	EA	\$ 3.49	66.2%	\$ 1.18		56
57	DRY ERASE	FINE CARDED 4CT ASST.	NB			PK					57
58	DRY ERASE	LOW ODOR CHISEL BLACK DZ	EXPO	80001	BID 80001BK	BX	\$ 16.99	58.4%	\$ 7.06		58
59	DRY ERASE	LOW ODOR CHISEL BLUE DZ	EXPO	80003	BID 80003BE	BX	\$ 16.99	58.4%	\$ 7.06		59
60	DRY ERASE	LOW ODOR CHISEL RED DZ	EXPO	80002	BID 80002RD	BX	\$ 16.99	58.4%	\$ 7.06		60
61	DRY ERASE	MARKER CLEANER 8 OZ	EXPO	81803	BID 81803	PK	\$ 4.49	60.6%	\$ 1.77		61
62	DRY ERASE	MARKERS ASST. 8/5T	EXPO	88078	BID 88078	PK	\$ 12.99	49.7%	\$ 6.53		62
63	ENVELOPES & MAILING	ENV #10 WHITE 500 COUNT	QUILL	478952	BID WW10ES	BX	\$ 12.99	52.3%	\$ 6.19		63
64	ENVELOPES & MAILING	ENV CLASP 10X13 28LB 100CT	QUILL	478953	BID 7CL101328	BX	\$ 24.99	74.2%	\$ 6.44		64
65	ENVELOPES & MAILING	ENV CLASP 6X9 28LB 100CT	QUILL	478946	BID 7CL6928	BX	\$ 13.99	70.3%	\$ 4.15		65
66	ENVELOPES & MAILING	ENV CLASP 9X12 28LB 100CT	QUILL	479086	BID 7CL91228	BX	\$ 18.99	71.5%	\$ 5.41		66
67	ENVELOPES & MAILING	ENV MOISTENER	DAB N SEAL	56766	BID 56766Q	EA	\$ 12.99	76.6%	\$ 3.04		67
68	ENVELOPES & MAILING	ENV WINDOW #10 500CT	QUILL	480377	BID WW10WES	BX	\$ 25.99	58.8%	\$ 10.72		68
69	ENVELOPES & MAILING	LABEL 1X2-5/8 WHT LSR/11 3000PK	QUILL	710786	BID 710786	PK	\$ 24.99	71.9%	\$ 7.03		69
70	ENVELOPES & MAILING	MAIL SEAL 1-1/2 WHT 11/LSR 240	NB			PK					70
71	FILING	FOLDER 2 POCKET ASST 24PK	QUILL	7125AD	BID 7125AD	PK	\$ 10.99	57.1%	\$ 4.72		71
72	FILING	FOLDER 2PKT DK BLUE 25PK	QUILL	712523	BID 712523	PK	\$ 10.99	57.1%	\$ 4.72		72
73	FILING	FOLDER 2PKT LT BLUE 25PK	NB			PK					73
74	FILING	FOLDER 2PKT RED 25PK	QUILL	712558	BID 712558	PK	\$ 10.99	57.1%	\$ 4.72		74
75	FILING	FOLDER 2PKT YLW 25PK	QUILL	712570	BID 712570	PK	\$ 10.99	57.1%	\$ 4.72		75
76	FILING	FOLDER HANGING LTR1/5 RECYCLE 25	QUILL	7Q5215	BID 7Q5215	BX	\$ 7.99	57.3%	\$ 3.41		76
77	FILING	FOLDER LTR 1/3CUT MAN 100CT	QUILL	740137	BID 740137	BX	\$ 7.49	53.3%	\$ 3.50		77
78	FILING	FOLDER MANILA 1/5-CUT LETTER	QUILL	740139	BID 740139	PK	\$ 12.99	62.2%	\$ 4.91		78
79	FILING	STD WEIGHT SHEET PROT 100PK	QUILL	35167-QCC	BID 728100	PK	\$ 13.99	61.3%	\$ 5.41		79
80	INDEX CARDS	INDEX CARD 3X5 BLANK WHT 500CT	OXFORD	30	BID 30	PK	\$ 1.49	83.2%	\$ 0.25		80
81	INDEX CARDS	INDEX CARD 4X6 RULD WHT 500CT	OXFORD	41	BID 41	PK	\$ 2.79	78.1%	\$ 0.61		81
82	INDEX CARDS	INDEX CARD 5X8 RULD WHT 100CT	OXFORD	51	BID 51	PK	\$ 3.99	79.2%	\$ 0.83		82
83	MARKERS & HIGHLIGHTERS	FINE BLACK 12 PACK	SHARPIE	30001	BID 3000BK	PK	\$ 8.99	27.9%	\$ 6.48		83



Form G.2B – Non-Core Item Price Schedule AEPA IFB #015-A OFFICE SUPPLIES

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items except the core items (listed on G.2A) in the entire catalog. Use a separate spreadsheet for each catalog.
Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the G.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Form G.2B is a REQUIRED FORM

Product Category		Bidding Company Name: Quill Corporation				Catalog Name: 2014 School Reference Guide/Quill.com				
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
1	Office Products	PEDOMETER WITH COMPASS	DARD PRODS INC			EA	\$ 4.99	20.0%	\$ 3.99	
2	Office Products	CUSTOM PRINTED PORTION PLATE	EVANS MANUFACTURING INC.	1379	1379	EA	\$ 1.99	20.0%	\$ 1.59	
3	Office Products	CUSTOM MINI SLING FIRST AIDKIT	EVANS MANUFACTURING INC.	3553	3553	EA	\$ 2.59	20.0%	\$ 2.07	
4	Office Products	BLUE POST IT 4X3 (1PK=10PADS)	CARLSON CRAFT	IPS-354	438E	PK	\$ 24.99	20.0%	\$ 19.99	
5	Office Products	WHITE POST IT 4X3 (1PK=10PADS)	CARLSON CRAFT	OQ2IPS35101	43WE	PK	\$ 24.99	20.0%	\$ 19.99	
6	Office Products	YLW POST IT 4X3 (1PK=10PADS)	CARLSON CRAFT	OQ2IPS35201	43YW	PK	\$ 24.99	20.0%	\$ 19.99	
7	Office Products	WHT POST-IT 4X3 (1PK=10PADS)	CARLSON CRAFT	IPB-351	43SWE	PK	\$ 31.99	20.0%	\$ 25.59	
8	Office Products	BLUE POST-IT 4X3 (1PK=10PADS)	CARLSON CRAFT	IPB-354	43SBE	PK	\$ 31.99	20.0%	\$ 25.59	
9	Office Products	YLW POST-IT 4X3 (1PK=10PADS)	CARLSON CRAFT	IPB-352	43SYW	PK	\$ 31.99	20.0%	\$ 25.59	
10	Office Products	IMPRINTED POST-IT CUBE W/TEXT	CARLSON CRAFT	ICS-372	234YW	EA	\$ 15.99	20.0%	\$ 12.79	
11	Office Products	IMP POST-IT CUBE W/TEXT	CARLSON CRAFT	ICS-371	234WE	EA	\$ 15.99	20.0%	\$ 12.79	
12	Office Products	BLUE POST-IT 4X6 (1PK=10 PADS)	CARLSON CRAFT	IPS-454	468E	PK	\$ 37.99	20.0%	\$ 30.39	
13	Office Products	YLW POST IT 4X6 (1PK=10PADS)	CARLSON CRAFT	OQ2IPS45201	46YW	PK	\$ 37.99	20.0%	\$ 30.39	
14	Office Products	WHITE POST IT 4X6 (1PK=10PADS)	CARLSON CRAFT	OQ2IPS45101	46WE	PK	\$ 37.99	20.0%	\$ 30.39	
15	Office Products	CRM POST-IT 4X6 (1PK=10PADS)	CARLSON CRAFT	IPB-450	46SIV	PK	\$ 46.99	20.0%	\$ 37.59	
16	Office Products	BLUE POST-IT 4X6 (1PK=10PADS)	CARLSON CRAFT	IPB-454	46SBE	PK	\$ 46.99	20.0%	\$ 37.59	
17	Office Products	YLW POST-IT 4X6 (1PK=10PADS)	CARLSON CRAFT	IPB-452	46SYW	PK	\$ 46.99	20.0%	\$ 37.59	
18	Office Products	IMP POST-IT CUBE W/STOCK LOGO	CARLSON CRAFT	ICB-371	234SWE	EA	\$ 20.99	20.0%	\$ 16.79	
19	Office Products	IMP POST-IT CUBE W/STOCK LOGO	CARLSON CRAFT	ICB-372	234SYW	EA	\$ 20.99	20.0%	\$ 16.79	
20	Office Products	IMPRINTED GOLF TEES 4/PK	GOLD BOND INC	N/A	GTP4T	EA	\$ 0.59	20.0%	\$ 0.47	
21	Office Products	TITLEIST DTSOLO 2PK W/BUSINESS	GOLD BOND INC	T2BCB	T2BCB	EA	\$ 11.99	20.0%	\$ 9.59	
22	Office Products	WU CUSTOM PRINTED GOLF BALLS	GOLD BOND INC	ULTRA	ULTRA	DZ	\$ 26.99	20.0%	\$ 21.59	
23	Office Products	PREMIUM PEN WITH STYLUS TIP	GOLD BOND INC	N/A	89033	EA	\$ 1.19	20.0%	\$ 0.95	
24	Office Products	IWRITE STAINLESS PEN W/STYLUS	GOLD BOND INC	N/A	IWRITEEXEC	EA	\$ 2.99	20.0%	\$ 2.39	
25	Office Products	IWRITE TOUCHFREE STYLUS W PEN	GOLD BOND INC	IWRITELED2	IWRITELED2	EA	\$ 4.99	20.0%	\$ 3.99	
26	Office Products	IMPRINTED BIC PEN	BIC GRAPHIC, LLC	Q69598	RS	EA	\$ 0.42	20.0%	\$ 0.34	
27	Office Products	BIC CLIC STIC	BIC GRAPHIC, LLC	Q69598	CS	EA	\$ 0.69	20.0%	\$ 0.55	
28	Office Products	BIC TRI STIC	BIC GRAPHIC, LLC	Q69598	TS	EA	\$ 0.86	20.0%	\$ 0.69	
29	Office Products	WIDEBODY GRIP PEN	BIC GRAPHIC, LLC	CSWBG	CSWBG	EA	\$ 1.10	20.0%	\$ 0.88	
30	Office Products	BIC DIGITAL PEN	BIC GRAPHIC, LLC	DCWBCG	DCWBCG	EA	\$ 1.25	20.0%	\$ 1.00	
31	Office Products	PIVO TWIST PEN	BIC GRAPHIC, LLC	Q69598	TWP	EA	\$ 0.73	20.0%	\$ 0.58	
32	Office Products	BIC WIDEBODY ICE GRIP PEN	BIC GRAPHIC, LLC	CSWBIG	CSWBIG	EA	\$ 1.16	20.0%	\$ 0.93	
33	Office Products	BIC ROUND STIC EVOLUTIONS PEN	BIC GRAPHIC, LLC	RSECO	RSECO	EA	\$ 0.47	20.0%	\$ 0.38	
34	Office Products	BIC HIGHLIGHTER W/GRIP	BIC GRAPHIC, LLC	BLG	BLG	EA	\$ 0.96	20.0%	\$ 0.77	
35	Office Products	WIDE BODY CLIC STIC	BIC GRAPHIC, LLC	Q69598	CSWB	EA	\$ 1.06	20.0%	\$ 0.85	
36	Office Products	CLIC STIC CLEAR COLORS PEN	BIC GRAPHIC, LLC	CSI	CSI	EA	\$ 0.79	20.0%	\$ 0.63	

Bidding Company Name:			Quill Corporation				Catalog Name:				2014 School Reference Guide/Quill.com			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments				
37	Office Products	GRIP ROLLER	BIC GRAPHIC, LLC	GR	GR	EA	\$ 1.17	20.0%	\$ 0.94					
38	Office Products	VELOCITY GEL PEN	BIC GRAPHIC, LLC	VGEL	VGEL	EA	\$ 2.19	20.0%	\$ 1.75					
39	Office Products	WIDEBODY METAL GRIP PEN	BIC GRAPHIC, LLC	CSWBMG	CSWBMG	EA	\$ 1.53	20.0%	\$ 1.22					
40	Office Products	BIC ROUND STIC PEN W/GRIP	BIC GRAPHIC, LLC	RSG	RSG	EA	\$ 0.62	20.0%	\$ 0.50					
41	Office Products	BIC CLIC STIC ECOLUTIONS PEN	BIC GRAPHIC, LLC	RSI	CSECO	EA	\$ 0.65	20.0%	\$ 0.52					
42	Office Products	ROUND STIC CLEAR COLORS PEN	BIC GRAPHIC, LLC	RSI	RSI	EA	\$ 0.60	20.0%	\$ 0.48					
43	Office Products	BIC MEDIA CLIC PEN	BIC GRAPHIC, LLC	MC	MC	EA	\$ 0.49	20.0%	\$ 0.39					
44	Office Products	WH ROLLERBALL BLACK CT	SANFORD BUSINESS TO BUSINESS	1789265	1789265	EA	\$ 49.99	20.0%	\$ 39.99					
45	Office Products	PARKER IM BALL PEN SILVER CT	SANFORD BUSINESS TO BUSINESS	22638	22638Q	EA	\$ 8.99	20.0%	\$ 7.19					
46	Office Products	PARKER IM BALL PEN BLUE CT	SANFORD BUSINESS TO BUSINESS	22438	22438	EA	\$ 8.99	20.0%	\$ 7.19					
47	Office Products	PARKER IM ROLLERBALL PEARL WH	SANFORD BUSINESS TO BUSINESS	21928	21928Q	EA	\$ 12.99	20.0%	\$ 10.39					
48	Office Products	PARKER IM ROLLERBALL BLUE CT	SANFORD BUSINESS TO BUSINESS	22228	22228Q	EA	\$ 12.99	20.0%	\$ 10.39					
49	Office Products	PARKER IM ROLLERBALL BLACK GT	SANFORD BUSINESS TO BUSINESS	21428	21428Q	EA	\$ 12.99	20.0%	\$ 10.39					
50	Office Products	PARKER URBAN GELPEN BRUSHED CT	SANFORD BUSINESS TO BUSINESS	11618	11618Q	EA	\$ 17.99	20.0%	\$ 14.39					
51	Office Products	PARKER IM BALL PEN GUNMETAL CT	SANFORD BUSINESS TO BUSINESS	22738	22738	EA	\$ 11.99	20.0%	\$ 9.59					
52	Office Products	PARKER URBAN ROLLER BALL BLACK	SANFORD BUSINESS TO BUSINESS	11428	11428QQ	EA	\$ 25.99	20.0%	\$ 20.79					
53	Office Products	PAPERMATE PROPEL BALL PEN	SANFORD BUSINESS TO BUSINESS	PRTB	33675	EA	\$ 1.09	20.0%	\$ 0.87					
54	Office Products	PAPERMATE BREEZE PEN	SANFORD BUSINESS TO BUSINESS	360M	360M	EA	\$ 1.67	20.0%	\$ 1.34					
55	Office Products	PAPERMATE TRIEDGE 3-SIDED	SANFORD BUSINESS TO BUSINESS	33674	33674	EA	\$ 1.20	20.0%	\$ 0.96					
56	Office Products	DART CUSTOM PRINTED BALLPOINT	NORWOOD PROMOTIONAL PRODUCTS, INC	55245	55245Q	EA	\$ 0.49	20.0%	\$ 0.39					
57	Office Products	ION CUSTOM PRINTED PEN	NORWOOD PROMOTIONAL PRODUCTS, INC	55250	55250	EA	\$ 0.69	20.0%	\$ 0.55					
58	Office Products	TRANSLUCENT WAVY CLIP PEN	DARD PRODS INC	DP-66	DP66	EA	\$ 1.04	20.0%	\$ 0.83					
59	Office Products	ORIBTOR CUSTOM PRINT 4COLORPEN	NORWOOD PROMOTIONAL PRODUCTS, INC	55030	55030Q	EA	\$ 0.89	20.0%	\$ 0.71					
60	Office Products	DUAL ENDED HIGHLIGHTER	NORWOOD PROMOTIONAL PRODUCTS, INC	55429	55429Q	EA	\$ 1.39	20.0%	\$ 1.11					
61	Office Products	UNI-BALL COMBI BLACK BALL PEN	SANFORD BUSINESS TO BUSINESS	160407	1604XX	EA	\$ 1.50	20.0%	\$ 1.20					

Bidding Company Name:			Quill Corporation			2014 School Reference Guide/Quill.com				
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
62	Office Products	PAPERMATE SPORT IMP PEN	SANFORD BUSINESS TO BUSINESS	318XX	318XX	EA	\$ 0.51	20.0%	\$ 0.41	
63	Office Products	GLITZ PENCIL	GOLD BOND INC	GLITZ	GLITZ	EA	\$ 0.33	20.0%	\$ 0.26	
64	Office Products	NEON BUY WRITE PENCIL	GOLD BOND INC	NBW	NBW	EA	\$ 0.26	20.0%	\$ 0.21	
65	Office Products	BUY WRITE PENCIL	GOLD BOND INC	BW	BW	EA	\$ 0.27	20.0%	\$ 0.22	
66	Office Products	#2 PENCIL RECYCLED NEWSPAPER	EVANS MANUFACTURING INC.		EW	EA	\$ 0.36	20.0%	\$ 0.29	
67	Office Products	ORIGINAL KOOZIE	NORWOOD PROMOTIONAL PRODUCTS, INC		54719	EA	\$ 1.46	20.0%	\$ 1.17	
68	Office Products	IMPRINTED 16OZ TUMBLER W/STRAW	GOLD BOND INC	BOLERO	BOLERO	EA	\$ 2.99	20.0%	\$ 2.39	
69	Office Products	IMPRINTED 16OZ TRITAN CRUISER	GOLD BOND INC	N/A	CRUISER	EA	\$ 4.99	20.0%	\$ 3.99	
70	Office Products	VARSITY ULTIMATE 16OZ TUMBLER	GOLD BOND INC	VARSITYU	VARSITYU	EA	\$ 6.49	20.0%	\$ 5.19	
71	Office Products	VARSITY 16OZ ACYR CUP W/GIFT	GOLD BOND INC	VARSITYGIFT	VARSITYGIFT	EA	\$ 7.99	20.0%	\$ 6.39	
72	Office Products	TUBE HOTAND COLD DRINKWARE SET	GOLD BOND INC	TUBEHC	TUBEHC	EA	\$ 8.49	20.0%	\$ 6.79	
73	Office Products	TREK BOTTLE	NORWOOD PROMOTIONAL PRODUCTS, INC	45698	45698	EA	\$ 4.49	20.0%	\$ 3.59	
74	Office Products	11OZ. BUDGET CERAMIC MUG	ADG PROMOTIONAL PROD.	SBUD	666440	EA	\$ 2.19	20.0%	\$ 1.75	
75	Office Products	11OZ COLOR STRIPE MUG	NORWOOD PROMOTIONAL PRODUCTS, INC	45464	45464	EA	\$ 2.40	20.0%	\$ 1.92	
76	Office Products	12 OZ TWO-TONE MUG	NORWOOD PROMOTIONAL PRODUCTS, INC	45238	45238	EA	\$ 3.03	20.0%	\$ 2.42	
77	Office Products	13 OZ CITRUS MUG	NORWOOD PROMOTIONAL PRODUCTS, INC	45821	45821	EA	\$ 3.99	20.0%	\$ 3.19	
78	Office Products	ROADSTER TRAVEL MUG	GOLD BOND INC	RST16	RST16	EA	\$ 3.49	20.0%	\$ 2.79	
79	Office Products	EVOLVE RECYCLED 16 OZ MUG	GOLD BOND INC	ERST	ERST	EA	\$ 3.99	20.0%	\$ 3.19	
80	Office Products	11OZ CLASSIC CERAMIC MUG	ADG PROMOTIONAL PROD.	NBG	666051	EA	\$ 3.49	20.0%	\$ 2.79	
81	Office Products	EVOLVE RECYCLED 16OZ GT TUMBLR	GOLD BOND INC		EGTT	EA	\$ 3.99	20.0%	\$ 3.19	
82	Office Products	IMPRINTED 16OZ STEEL TUMBLER	GOLD BOND INC	N/A	TUNDRA	EA	\$ 4.99	20.0%	\$ 3.99	
83	Office Products	NITRO 14OZ STAINLESS STEEL TUM	GOLD BOND INC	NITRO	NITRO	EA	\$ 13.99	20.0%	\$ 11.19	
84	Office Products	CONTEMPORARY X-ONE TRAVEL MUG	GOLD BOND INC	X1	X1M	EA	\$ 2.30	20.0%	\$ 1.84	
85	Office Products	22 OZ ALUMINUM BOTTLE	GOLD BOND INC	WMA	WMA	EA	\$ 3.49	20.0%	\$ 2.79	
86	Office Products	43 FOLDING UMBRELLA W/CASE	GOLD BOND INC	U-GO	UGO	EA	\$ 11.99	20.0%	\$ 9.59	
87	Office Products	IMPRINTED NON-SLIP PHONE HLD R	GOLD BOND INC	N/A	IGRIPPERIR	EA	\$ 1.99	20.0%	\$ 1.59	
88	Office Products	RIP N RULE	GOLD BOND INC	RNR	RNR	EA	\$ 1.69	20.0%	\$ 1.35	

Bidding Company Name:		Quill Corporation				2014 School Reference Guide/Quill.com				
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
89	Office Products	FABRIC IMPRINTED MOUSE PAD	BIC GRAPHIC, LLC	MPIA	MPIA	EA	\$ 3.99	20.0%	\$ 3.19	



Form G.3 – Services Price Schedule
AEPA IFB #015-A OFFICE SUPPLIES

Bidding Company Name:

Quill Corporation

Form G.3 is an **OPTIONAL FORM**

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a				

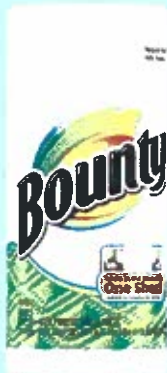
Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a				

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a				

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a				



AEPA IFB 015-B Instructional and School Supplies Bid





October 1, 2014

Jeff Kimball
Purchasing Department
Oakland Schools
2111 Pontiac Lake Road
Waterford, MI 48328-2736

Quill Bid Number: 14-9911
Customer Bid Info: IFB 015-B Instructional & School Supplies
Account Number: 6714762

Dear Jeff Kimball,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping are good through **February 28, 2016**.

In addition to the enclosed bid items, for all other purchases we're pleased to offer your organization additional column discounts* to our already discounted prices in our catalog which are up to 80% off list. These extra savings are good through **February 28, 2016**.

20% Education Products

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- Written acceptance** is requested to guarantee your discounts. Please see attached Bid Response Form.
- Please be sure to reference the above Quill.com account for easy and accurate processing.
- Quill.com offers easy online ordering with visibility to your column discount*.
- Please fax or email your tax exempt form to taxexempt@Quill.com or fax 800-499-8805.

Quill's delivery policy is standard UPS or local carrier drop off, or truck tailgate delivery. Inside delivery is available at an additional charge. Installation or set up is not included.

This contract must be renewed before expiration date and will not automatically renew.

Thank you once again for choosing Quill.com. We look forward to working with you in the future.

Sincerely,
Quill's Bid Department

***Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).**



100 Schelster Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

BID AWARD FORM

Written acceptance is requested in order to ensure the proper bid pricing discount quoted, **please fill out and return** this form as soon as possible.

Quill Bid #: 14-9911 ****Please reference this bid # and Quill Item Numbers on ALL purchase orders**

Account #: 6714762 State: MI

Account Name: Oakland Schools

Do you accept our discounts on our catalog? Yes No

20% Education Products

Do you accept our itemized bid prices? Yes No

If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

If no, who was awarded your bid _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered _____

Are you tax exempt? Yes No If yes, please send your certificate to tax.exempt@Quill.com or fax to 800-499-8805.

This BID RESPONSE FORM can be returned by:

Fax: (888) 888-8250

Email: bid@quill.com

Or Mail:

Quill Corporation
Bid Department
100 Schelster Road
Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!

Your Quill Bid Team
(800) 634 - 4809



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

To Whom It May Concern:

Re: EEO Certification

Because we deal with 700 vendors and 1.1 million customers, it is impossible for us to reply on an individual basis and read each company's certification requirements. Please accept the following as our standard report.

- You are advised that Quill Corporation does not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability; or an unfavorable discharge from military service.
- Quill Corporation hereby certifies that it does not maintain or provide for their employees any segregated facilities at any establishment. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, sex marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or and unfavorable discharge from military service.
- Quill Corporation also maintains and conspicuously posts a written sexual harassment policy consistent with state and federal law.
- Quill Corporation also complies with Affirmative Action obligations under Executive Order 11246.
- Quill Corporation has a commitment to its employees to provide a safe and drug free work environment, with policies in places that address our expectations.

If we can clarify any questions regarding our policy on this issue, please call or write.

Sincerely yours,

Thank you,
Susan DeSack

Employment Compliance Manager
Staples
500 Staples Drive
Framingham, MA 01702
☎ Office: 1-508-253-1727
✉ eFax: 1-508-382-5528
✉ Email: Susan.Desack@Staples.com
June 2014



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

EQUAL EMPLOYMENT OPPORTUNITY

Quill Corporation is a large business, wholly owned subsidiary of Staples, Inc.

As a company we comply with all Federal and State Affirmative Action Laws and Requirements.

See attached EEO1 for Staples and Certification

CO= L103806
 U= L103806

EQUAL EMPLOYMENT OPPORTUNITY
 2013 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. STAPLES INC CORPORATE STP
 500 STAPLES DRIVE
 FRAMINGHAM, MA 01702

SECTION C - TEST FOR FILING REQUIREMENT

2.a. STAPLES INC CORPORATE STP
 500 STAPLES DRIVE
 FRAMINGHAM, MA 01702
 1-Y 2-Y 3-Y DUNS NO.:151064821

SECTION E - ESTABLISHMENT INFORMATION

c. Y NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	6	1	143	2	0	4	0	0	48	0	0	5	0	0	209
FIRST/MID OFFICIALS & MGRS	236	98	2347	194	12	99	10	7	1219	100	3	55	7	2	4389
PROFESSIONALS	90	101	1403	68	5	241	3	1	1521	104	7	137	4	5	3690
TECHNICIANS	67	16	348	60	3	10	0	0	89	20	3	1	0	1	618
SALES WORKERS	2374	2332	12541	2491	110	699	81	40	10187	2272	103	485	79	53	33847
ADMINISTRATIVE SUPPORT	184	233	997	217	4	41	7	4	1921	465	5	52	7	17	4154
CRAFT WORKERS	51	1	209	11	0	7	0	1	7	0	0	0	0	0	287
OPERATIVES	1286	663	2461	1267	18	185	16	6	1474	384	10	84	6	3	7863
LABORERS & HELPERS	0	0	3	2	0	0	0	0	2	0	0	0	0	0	7
SERVICE WORKERS	35	15	158	50	3	8	0	1	50	17	0	3	0	0	340
TOTAL	4329	3460	20610	4362	155	1294	117	60	16518	3362	131	822	103	81	55404
PREVIOUS REPORT TOTAL	4326	3387	21043	4257	159	1272	123	49	16939	3284	104	793	104	43	55863

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/25/2013 THRU 08/31/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: REGIS MULOT
 EEO-1 REPORT CONTACT PERSON: REGIS MULOT
 EMAIL: REGIS.MULOT@STAPLES.COM

TITLE: SVP HUMAN RESOURCES
 TITLE: SVP HUMAN RESOURCES
 TELEPHONE NO: 1508253220

CERTIFIED DATE[EST]: 02/07/2014 11:04 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: (ATL) Diane Stalcup	
	PHONE (A/C, No, Ext): 678-539-4877	FAX (A/C, No): 678-539-4890
E-MAIL ADDRESS: dstalcup@beechercarlson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22867
INSURER B: ACE Property & Casualty		20699
INSURER C: Indemnity Insurance of North America		43575
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 18988480 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	HDO-G27330472	2/1/2014	2/1/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PO AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISA-H08818897	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XOO-G27368566	2/1/2014	2/1/2015	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WLR-C47878305(AZ,CA,MA) SCF-C47878317(WI) WCU-C47878329 (OH) WLR-C47878299(AOS)	2/1/2014 2/1/2014 2/1/2014 2/1/2014	2/1/2015 2/1/2015 2/1/2015 2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is included as Additional Insured to the extent required by written contract only.

CERTIFICATE HOLDER ** Evidence of Coverage **	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Sharon D. Brainard

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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: ** Evidence of Coverage **
ADDRESS:

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/14 - 2/1/15

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:

- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation

- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource



**INVITATION FOR BID NUMBER AEPA IFB #015
PART A – TERMS AND CONDITIONS**

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EDT, Wednesday, October 8, 2014

For Catalog Bids: 015-A. Office Supplies, 015-B. Instructional & School Supplies, 015-C. Custodial Equipment & Supplies, Restroom, Break Room & Safety Supplies, 15-D. Security, 015-E. Live Finger Print & Palm Scanning, 015-F. Walk-Through Metal Detectors

For Construction Related Bids: 15.1–A Modular & Portable Buildings, 015.1–B Security & Consulting

Each bid package consists of three or more parts:

- Part A – Notice to Bidders, Bid Procedures and Terms and Conditions**
- Part B – Commodity Specifications**
- Part C – Bid Forms**
- Part D - G – Additional Bid Forms if required (varies by commodity)**

All bids shall be submitted to Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736, in a sealed envelope marked "SEALED BID AEPA #015" on the front of the envelope. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Bid documents can be downloaded after registering by following the link from the web at www.aepacoop.org. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and publicly read immediately following the deadline.

Bid and Contract Timeline:

August 18, 2014	Publication of Bids and IFB available on the AEPA website www.aepacoop.org
September 9, 2014	Pre-Bid Conference Call – Must register by Sept. 3 rd to participate
September 25, 2014	Deadline for questions from Bidders
October 8, 2014, 1:30 pm EDT	Deadline for Bid Submittals and Public Opening of Bids
November 7, 2014	Contract Recommendations posted on www.aepacoop.org
December 2, 2014	AEPA Approval of bids
December 8, 2014	Bidders are advised of the results of the bid
December 3, 2014 to March 1, 2015	Vendor Partner's submit required documentation to Member Agencies
No later than March 1, 2015 to February 28, 2016	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2016 - 2018	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,220,993
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	854,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	554,845
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,668,155
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,041,602
Iowa	Iowa Educators Consortium	Jamie Albertsen	jalbertsen@iec-ia.org	510,000
Kansas	Southeast Kansas Education Service Center	Brad Stefanoni	brad.stefanoni@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,530
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	954,177
Michigan	Oakland Schools	Tim Look	tim.look@oakland.k12.mi.us	1,525,000
Minnesota	Minnesota Service Cooperative	Jeremy Kovash	jkovash@lscsc.org	845,177
Missouri	Cooperating School Districts	Kelly Hackworth	khackworth@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	142,347
Nebraska	Nebraska ESU Cooperative Purchasing	Kip Schnedier	kschneider@esu17.org	336,069
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,300,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	John Jankowski	john.jankowski.1@sendit.nodak.edu	105,632
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,850,000
Oregon	Intermountain ESD	Caryn Appler	caryn.appler@imesd.k12.or.us	531,555
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csi.u.org	4,600,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	4,933,617
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,200,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Dee Cockrille	dcockril@access.k12.wv.us	282,308
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Stahl	lisa.stahl@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	90,000
			Total Students:	34,551,336

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I. ABOUT AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. BID PROCEDURES

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will prepare two (2) computer/electronic CD or USB Flash Drive of all files requested along with complete catalogs (See Section F. Bid Submission below). Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 34,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will send responses to a single receiving point for all AEPA Member Agencies. Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call –

Pre-Registration Required by 3:00 PM EDT September 3, 2014 (No exceptions)

AEPA will host a voluntary pre-bid conference call on Tuesday, September 9, 2014, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than 3 PM EDT, Wednesday, September 3, 2014, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to **Jeff Kimball** to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder’s responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, September, 9, 2014

	Eastern	Central	Mountain	Pacific
A. Office Supplies Catalog	11:30 AM	10:30 AM	9:30 AM	8:30 AM
B. Instructional & School Supplies Catalog	12:00 PM	11:00 AM	10:00 AM	9:00 AM
C. Custodial Equipment & Supplies Catalogs	12:30 PM	11:30 AM	10:30 AM	9:30 AM
D. Security Related Bids	1:30 PM	12:30 AM	11:30 AM	10:30 AM
E. Modular & Portable Buildings	2:30 PM	1:30 PM	12:30 PM	11:30 AM

C. Questions

All questions and responses received during the IFB process will be available on the AEPA website (www.aepacoop.org), as addenda, and will become part of the bid documents. It is the Bidders responsibility to check the website for the addenda prior to the bid deadline. Questions received less than fourteen (14) days prior to bid due date will not be answered. **All questions should reference the bid number and category for which the question is being asked and submit as follows:**

Questions regarding this IFB from the time the IFB is published until September 25, 2014, should be submitted to Questions@aepacoop.org.

Questions regarding this IFB after Bid Opening (October 8, 2014) but prior to the approval of the contract, should be submitted to Bids@aepacoop.org.

Questions regarding this IFB after Notification of Approval should be submitted to President@aepacoop.org.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or

reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security – The only bid category requiring a bid bond is Modular Buildings

If required, bids shall be accompanied by a satisfactory bid security in the amount of \$25,000.00 or \$100,000.00 as noted in Part B of Modular & Portable Buildings. If a Bidder fails to submit the bid security by the bid due date, its response shall be deemed non-responsive and will not be considered.

Acceptable bid security will be in an amount of \$25,000 or \$100,000, with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in three parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C contains the Bid Forms to be filled out and returned by the Bidder. Some bid categories may contain additional Parts or Forms.
- b. All bid responses shall be on the forms provided and referenced in Part C – Bid Forms.
- c. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- d. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and AEPA.
- e. In case of an error in extension of prices in the bid, unit prices shall govern.
- f. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- g. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- h. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Two (2) complete copies of the bid response shall be submitted on separate but identical electronic media, either CDs or flash drives. CDs or flash drives must be properly labeled with the Bidders name and bid category. **NOTE: Individual files should not exceed the maximum file size of 20MB. If a file size is larger, Bidders will have to separate into multiple parts and label accordingly.**
- b. Bid Form A, Bid Form B and Bid Security, if applicable, shall be submitted in hard copy and a copy of these forms and the remaining response shall be submitted in electronic format with original signatures.
- c. Format for the CD or Flash Drive – Files must be placed in the proper folders on the CD or Flash Drive as listed below:

FOLDER A CONTENTS:

- a. **Document Development:** Bid Forms for this IFB are published on www.aepacoop.org in both Microsoft Word and PDF formats. Bidders may download the Microsoft Word forms and complete them electronically or they may download PDF forms, type or complete by hand. All documents

requiring an original signature or which were not completed electronically must be scanned and saved as PDF documents on the electronic media. All documents must be titled with the name of the Company and Form. For example: *Bidder Name Form A*.

- b. **Table of Contents:** Using the form provided (See Part C – Bid Forms), complete a Table of Contents for the bid proposal. Provide as a Word Document or a document that has been scanned to a PDF, and title as per the instructions in **Document Development** above.
- c. **Bid Affidavit (FORM A):** Complete the form provided. A signature of the Bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in **Document Development** above. ~~Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.~~
- d. **Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the Bidder's authorized representative is required. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- e. **Service Questionnaire for Bidder (FORM C):** The Questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. Complete the form provided. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in **Document Development** above.
- f. **Company Information (FORM D):** The Company Information Form provides background information on the Company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED. Scan the Form, any attachments and the letter from the Bidder's chief financial institution or Annual Financial Report to a single PDF format and title as per the instructions in Document Development above.**
- g. **Exceptions to Terms and Conditions (FORM E):** Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the "no exceptions" box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- h. **Part B - Specifications:** The Part B – Specifications document . represents the needs and interests of the AEPA Member Agencies and their Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must check either the 'Comply' or 'Deviate' column for all specifications listed in this section. The authorized representative must initial the form. Scan to a PDF format and title as per the instructions in **Document Development** above.
- i. **Deviations (FORM F):** Explanations of deviations noted in response to standard, product, category and service specifications on the **Part B - Specifications** are required on Form F. If there are no deviations, the form must be returned with the "no deviations" box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- j. **Bid Security**, if required, for various categories. Hard copy sent with bid and a PDF of Bid Security in folder A.

FOLDER B CONTENTS:

- a. **Pricing (FORM G):** Form G is intended as the cover document for the Bidder's discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.

- b. **Excel Workbook with Discounts and Pricing Schedule:** Title the Excel document as per the instructions in **Document Development** above. Be sure to complete the required tabs as outlined on Form G.
- c. **Warranties, Additional Services or Incidental Price Schedule (G.5):** In response to Form G., the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- d. **Additional Discounts (G.6):** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- e. **Catalogs and/or Price lists:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in **Document Development** above.

FOLDERS C and ETC., CONTENTS:

Folder C and additional folders are reserved for any additional documents or files other than those listed above that may be requested and/or related to this bid.

If the bid is awarded, the Bidder will be required to produce original signed and notarized Forms A and B in paper (hard copy) form for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

3. Bid Transmittal – Due by October 8, 2014, at 1:30 PM EDT

It is the responsibility of the Bidder to be certain that the bid submittal is in the actual possession of AEPA at **Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736**, on or prior to the exact due date and time of **October 8, 2014, at 1:30 PM EDT**. Bids must be submitted in a sealed envelope or box properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. **Bids received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.**

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be publicly read.

G. Bid Evaluation

Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the *Evaluation, Approval and Award* section located in Section V. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to the website (SEE LINK BELOW) on November 7, 2014. If the AEPA approves the recommended contract at the Winter Meeting, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder's responsibility to access this information. It should be noted that while a

company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

[http://www.aepacoop.org/pages/Association of Educational Pur/Bidding Information/Bid 2015/Contract A approval Recs](http://www.aepacoop.org/pages/Association_of_Educational_Pur/Bidding_Information/Bid_2015/Contract_A_approval_Recs)

Once the approved Bidders have been notified by AEPA, *it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and mail the signed and notarized Forms A and B (Located in Part C) to each of the participating AEPA Member Agencies.* Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency' representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. RESPONSIBILITIES OF A VENDOR PARTNER

As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESA) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. RESPONSIBILITIES OF AEPA MEMBER AGENCIES

In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

V. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

The terms **Bidder**, **Offeror** and **Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

The term **Participating Entity** is used to identify those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

The term **Buyer** is used to identify the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the month of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as

prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the **Acceptance of Bid and Contract Award Form** (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part A, Section VI (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened at the time and place, and in the manner designated in this document. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

Bid Security: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be placed in Folder A. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

"Prospective Bidder" has notified AEPA of a desire to bid by registering on the AEPA website.

"Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).

"Recommended Bidder" has been approved by AEPA for its AEPA Member Agencies for contract consideration.

"Vendor Partner" has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance

equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies:

The submission of the bid did not involve collusion or other anti-competitive practices;

The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and

The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A Commercially Available Catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under

a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions:
 - A. To request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered;
 - B. To work with the Vendor Partner to mediate and resolve the situation; or
 - C. To notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.]

Delivery Terms, Conditions and Requirements:

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - A. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.

- B. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- C. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner.
13. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee

of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background).
2. Is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed below and elsewhere in this bid.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - A. Submitted on time.
 - B. Materially satisfy all mandatory requirements identified throughout the IFB.
 - C. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
 - D. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
 - E. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
 - F. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.
2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.
3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state.

Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- A. Submitted a responsive bid;
- B. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
- C. A demonstrated and documented satisfactory track record of performance in the national market place;
- D. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- E. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- F. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. Cost Evaluation:

- A. Cost and price schedules conform to and provide the information required in Part B and C of this bid;
- B. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with equal or lesser volume;
- C. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts:
 - 1) Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - 2) Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
- D. Based on the cost evaluation, a recommendation will be made to approve a single bidder or make a multiple bidder award.

External Procurement Unit means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4) Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection

Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. **The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.** **Installation:** Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.
2. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).

3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
4. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids shall not be opened and will be deemed non-responsive and within twenty-four hours such determination will be posted to AEPA's website www.aepacoop.org. Bidders with rejected bids must make a written request within thirty (30) days to AEPA by sending an email to secretary@aepacoop.org requesting to have their rejected bid returned at Bidder's expense. Late bids will be destroyed after forty-five (45) days.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local public body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use

with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. **Multiple Approvals and Awards:** Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. Standard Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver and invoice the Buyer;
- D. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- E. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly).
- F. Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- D. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
- E. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- F. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency)

When a Vendor Partner based online ordering system is available, the following functionality is preferred:

- A. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- B. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.

- C. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- D. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- E. Electronic ordering systems that list catalog price and AEPA discounted price.
- F. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- G. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- H. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

- A. Member Agency Specific terms and conditions
- B. Specifications and scope of work
- C. General terms and conditions
- D. Attachments and exhibits
- E. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and copyright indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Pricing: Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. Please note the following that relate to pricing:

Most Advantageous Pricing: The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.

Primary Pricing/Secondary Pricing Strategies: All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".

1) **Primary Pricing:** All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).

- A. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.

- a. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - b. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - c. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) *may* include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - d. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
- B. Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes:
- Product Category
 - Product Description
 - Manufacturer
 - Manufacturer SKU
 - Vendor SKU
 - Unit of Measure
 - Item List Price
 - AEPA Bid Price
- a. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - b. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies at the AEPA Winter meeting to go into effect the following contract term.
 - c. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - d.
 - e. **New Products/Services:** Vendor Partner may submit new products or technologies, that are within the original scope of work for the bid, to be added to the contract at the time of renewal pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests

should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting.

C. Pricing based on a Cost-plus-a-percentage-of-cost: This type of pricing is prohibited.

2) Secondary Pricing Methods: Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

A. Customized Price List: Bidders are **required** to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:

- a. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
- b. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
- c. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
- d. Items may not include special order or customized service products unless agreed to by the Vendor Partner.

B. Hot List Pricing: Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions:

- a. The price reduction is available to all AEPA Member Agencies equally.
- b. The price reduction is for a specific time period, no less than thirty (30) days.
- c. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.
- d. The original price for products/services is not exceeded after the time limit.
- e. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities.
- f. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.

C. Volume Price Discounts: Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions:

- a. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
- b. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
- c. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services:

1. Product Line: If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.

2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
 - A. The enhancement is recommended by AEPA and approved by the Member Agency;
 - B. The option is priced at a discount similar to other options;
 - C. The option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:

- A. Of a quality to pass without objection in the industry and professional standards normally associated with them;
- B. Fit for the intended purpose(s) for which they are used;
- C. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- D. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
- E. Conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists:

- 1. Bidders shall include an electronic and paper copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response.
- 2. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:

- 1. The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order;
- 2. The purchase order describes the amounts to be paid and the date of payment;
- 3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
- 4. That payments will only be made when actual goods and/or services are verified/received; and
- 5. That any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

- 1. **Procurement Phases:** AEPA's procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - A. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - B. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - C. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
- 2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA represented below. A protest must include:
 - A. The name, address and telephone number of the protester;
 - B. The original signature of the protester or its representative;
 - C. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - D. A detailed statement of the factual grounds or legal basis for the protest;
 - E. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - F. The form of relief requested.
- 3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:

- A. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
- B. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
- C. **Contract Award:** Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	Questions@aepacoop.org
AEPA Approval	Bid Coordinator	Bids@aepacoop.org
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	See AEPA Member Agency Information sheet

1. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
2. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required By Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, should reference the bid number and respective category and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted to Questions@aepacoop.org.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to Bids@aepacoop.org.
3. After notification of AEPA contract approval, questions should be submitted via email to President@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at President@aepacoop.org.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies and must complete an online sales report on the AEPA Website. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not

accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit.

The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party.

Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the

time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies/methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing..

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

Association of Educational Purchasing Agencies (AEPAA)

Bid 015 - Summary of State General Overview

Part A Table

AEPA Member Agency State	General			Ordering Process			Construction Products and Services							Potential Customers									
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirments	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties	
CA	2%	No	No	Yes	Yes	No	N/A	N/A	N/A	N/A	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
CO	2%	No	No	Yes	No	No	No	No	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Opt	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	No	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No		**		Yes	Limited	Limited	**		Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	TBD	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	No	No	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
WV	2%	Yes	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	1%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

* Depending upon the type of agency making the purchase products may or may not be taxable
 ** Iowa Code Chpt. 26 & 273

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Quill Corporation, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto KCDA-King County Director's Association, as Oblige, in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Oblige on a contract for IFB#015-B Instructional & School Supplies Quill Bid No. 14-9911, Kent, WA ("Project").

NOW, THEREFORE, the condition of this bond is that if Oblige accepts Principal's bid, and Principal enters into a contract with Oblige in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Oblige the difference between the amount of Principal's bid and the amount for which Oblige shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 30th day of September, 2014.

Quill Corporation

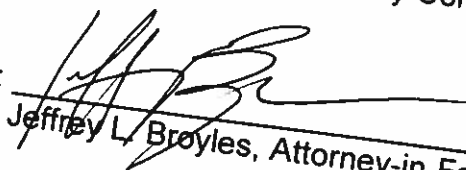
(Principal)

By: _____



Travelers Casualty and Surety Company of America

By: _____



Jeffrey L. Broyles, Attorney-in-Fact

CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Association of Educational Purchasing Agencies (AEPA) solicitation on behalf of all Michigan public entities (the "Participating Entity"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to provide a response to a solicitation for three (3) years from the date it is determined that the person has submitted the false certification.

Quill Corporation

Name of Company

[Signature]

Signature of Authorized Representative

Shira Goodman

Name of Authorized Representative

President NA Commercial

Title of Authorized Representative

10/2/14

Date

To be completed and signed below.

Return with bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the bid. However, the MRESC will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes
 No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. Yes
 No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "NO" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report -- Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract_compliance/

- Click on "Forms" and then "AA302" and "Instructions" under the heading "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the MRESC within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Quill Corporation

Address 100 Scheiter Rd

City, State, Zip Lincolnton 21 60069

Name of Authorized Agent Shira Goodman Title President NA Commercial
SIGNATURE [Signature] Date 10/2/14

NJ Business Registration Form

All vendors must have a valid Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey and prior to receiving the award of a contract with a public entity.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME	TRADE NAME
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#	SEQUENCE NUMBER
970-097-382/000	0107330
ADDRESS	ISSUANCE DATE
847 ROEHLING AVE TRINTON NJ 08611	07/14/04
EFFECTIVE DATE	
07/07/04	
ACTING DIRECTOR	

John S. Tully
Acting Director

This Certificate is NOT valid for storage. It must be continuously displayed at above address.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEHLING AVE
TRINTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. A valid Business Registration Certificate must be provided to the MRESC before the award of a contract can be made.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 25026

Certification

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 JAN-2013 to 15 JAN-2016

**STAPLES CONTRACT & COMMERCIAL DBA STAPLES
500 STAPLES DRIVE
PRINCETON NJ 08540**

NA 01702

Andrew P. Stamon-Erstoff
State Treasurer



A handwritten signature in blue ink is written over the seal. To the right of the signature is a small, square official seal of the State Treasurer.



STATE OF NEW JERSEY Certificate of Authority

DEPARTMENT OF TREASURY
DIVISION OF TAXATION
TREASURY, N.J. OFFICE

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:323-1 ET. SEQ.

This authority expires on the date specified below. This authority is not assignable or transferable. It must be conspicuously displayed at above address.

**QUILL CORPORATION
100 SCHUYLER RD.
LIMOUSINE IL 68869-3621**

Francis J. Butcher

County Director

Tax Registration No: 362-952-904/808

Tax Effective Date: 04-07-02

Document Locator No. 80000000660

Date Issued: 03-22-02

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

08/21/04

Taxpayer Identification# 362-952-904/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

QUILL CORPORATION

TAXPAYER IDENTIFICATION#:

362-952-904/000

ADDRESS:

100 SCHELTER RD
LINCOLNSHIRE IL 60069-3821

EFFECTIVE DATE:

03/13/02

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0843314

ISSUANCE DATE:

08/21/04


Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Statement of Suspension or Debarment

STATE OF ~~NEW JERSEY~~ / ILLINOIS
Specify, of other

COUNTY OF LAKE

I, Shira Goodman of the (City, Town, Borough)
of Lincolnshire State of ILLINOIS of full age,

being duly sworn according to law on my oath depose and say that:

I am President NA Commercial of the firm
of QUILL CORPORATION the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: Quill Corporation
(Company Name)

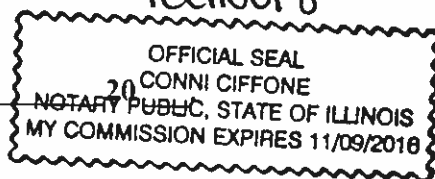
By: [Signature]
(Signature of authorized representative)

Subscribed and sworn to before me

This 2nd day of October, 20 11.

[Signature]
(Seal) Notary Public of ~~New Jersey~~ ILLINOIS
Specify Other State

My Commission expires



RETURN WITH BID

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU.EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature AWK
Company: QUIL CORPORATION
Name Shina Goodman
Title President NA Commercial

**Middlesex Regional Educational Services Commission
Business Office
1660 Stelton Road
Piscataway New Jersey 08854**

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that QUILL CORPORATION (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent

Shirley Goodman

Signature

[Handwritten Signature]

Title

President NA Commercial

Business Entity

QUILL CORPORATION

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

(Unofficial version. Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all

principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 52:34-25.

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- Corporation
- Partnership
- Sole Proprietorship
- Sub Chapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Other: _____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership," the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company Quill Corporation
 Address 100 Scheller Rd.
 City, State, Zip Lincolnshire, IL 60069

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Share Owned</u>
	<i>NONE</i>		

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature *[Signature]* Date 10/2/14

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont'd)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

N
A

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company

Quill Corporation

Address

100 Schetter Rd

City, State, Zip

Cod

Lincolnsburg 21 60069

Authorized Agent

Shina Goodman

Title

President NA Commercial


SIGNATURE OF AUTHORIZED AGENT

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Middlesex Regional Educational Services Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR



I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Middlesex Regional Educational Services Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Middlesex Regional Educational Services Commission to notify the Middlesex Regional Educational Services Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Middlesex Regional Educational Services Commission and that the Middlesex Regional Educational Services Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Shirna Goodman Signature: [Signature]

Title: President NA Commercial Date: 10/2/14

Bidder/Vendor: Clavin Corporation



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P.O. BOX 039

TRENTON, NEW JERSEY 08625-0039

Telephone (609) 292-4886 / Facsimile (609) 984-2575

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GAUDAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona	20.	Liquefied Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Naftiran Intratrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil India Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	29.	Petroleos de Venezuela (PDVSA Petroleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Sameh Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America, Inc.
13.	China National United Oil Corporation (ChinaOil)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafta (INA)	37.	Sonangol
19.	Kingdream PLC	38.	Zhuhai Zhenrong Company

List Date: January 31, 2014



**AEPA IFB #015-B
INSTRUCTIONAL AND SCHOOL SUPPLIES CATALOG**

PART B – SPECIFICATIONS

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 26) necessary to:

-Respond to request from a number of different types of educational, governmental and public institutions seeking Instructional and School Supplies Catalog.

-These parts and supplies will include but are not limited to: Instructional and School Supplies.

-Types of services may include, but are not limited to: Installation and support services normal to an Instructional and School Supplies Catalog.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Year 2-4	State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Years 2-4
California	Yes	AZ,NV	\$500,000	10%	Nebraska	Yes		\$1,000,000	15%
Colorado	Yes		?	2%	New Jersey	Yes		\$789,351	
Connecticut	Yes	MA,ME,NH, NY, RI,VT	\$1,000,000	10%	New Mexico	Yes		\$1,000,000	5%
Florida	Yes	AL,GA	\$1,000,000	10-20%	North Dakota	Yes		\$790,000	5%
Indiana	Yes	IL	1,000,000	2%	Ohio	Yes		\$6,500,000	3%
Iowa	Yes	IL,SD	\$5,250,000	2%	Oregon	Yes		\$150,000	25%
Kansas	Yes	OK	\$500,000	2%	Pennsylvania	Yes	DE,HA, MD,NY	\$2,500,000	20%
Kentucky	Yes	AL,GA,LA, MS,NC,SC, TN,WV	\$400,000	3%	Texas	Yes		\$200,000	10%
Massachusetts	Yes		\$2,500	1%	Virginia	Yes		\$100,000	3-5%
Michigan	Yes		\$50,000	5%	Washington	Yes	AK,ID	\$15,000	15%
Minnesota	Yes	SD	\$2,400,000	5%	West Virginia	Yes		\$500,000	10%
Missouri	Yes	AR,IL,LA,SD	\$5,500,000	5%	Wisconsin	Yes		\$340,919	20%
Montana	Yes	ID	\$875,000	8%	Wyoming	Yes	SD,UT	\$194,000	10%
					Total	26		\$32,556,770	

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes

will increase in contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

5. Special Terms and Conditions

- 5.1 The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufactures' warranty, whichever is longer.
- 5.2 Vendor Partner will endeavor to supply products that are made in the United States of America.

6. Standard Specifications [Fixed Specifications]

Bidder must check either the 'Comply' or 'Deviate' column for each specification item. All deviations shall be noted and explained on Form F: Deviations (in Part C Bid Forms).

Item	Description	Comply	Deviate
6.1	Contractor shall provide a broad-based line of instructional and school supply products of at least 2,500 items in a commercially available catalog(s).	✓	
6.2	All products shall be new and of high quality. Products that are re-filled or re-manufactured will be labeled as such.	✓	
6.3	The vendor's catalog(s) shall include a variety of major manufacturers of the specified products and services.	✓	
6.4	The commercially available catalog(s) includes products from categories that incorporate general school and instructional supplies, so-called "green" school supplies, adhesives, arts and crafts materials, awards and incentives including items such as certificates and stickers, binders, boards and easels, brushes, calculators, classroom storage goods, computer accessories and media, construction paper, converted paper products, crayons, cutting instruments, filing and storage products, fine art supplies, first-aid supplies, games and toys, glues, instructional electronic equipment, kraft paper and fade resistant paper on rolls, labels, lamination equipment and supplies, lined writing papers, markers, materials for room décor, paint, PE supplies, ream wrapped copy paper, science supplies, stickers, teacher planning books and calendars, writing instruments, and writing papers and pads.	✓	
6.5	Private label products may be offered. Any change of manufacturers of a private label during the term of the contract will result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.	✓	
6.6	Contractor shall have an electronic on-line catalog, including shopping cart capabilities, for order entry use by the members. The website features will include product lookup functionality that shows contract price and includes the ability to send orders to the vendor electronically.	✓	

Item	Description	Comply	Deviate
6.7	Ordering LEAs shall be notified either by confirmation notice or packing slip from the vendor if a product is backordered and cannot be shipped under normal delivery timeframes. <u>Vendor Partner shall inform customer of anticipated availability date for unfilled and partial orders.</u>	✓	
6.8	Contractor will maintain a minimum monthly average fill rate of 95%. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.	✓	
6.9	No "restocking" fees may be collected on items cancelled for failure to be delivered within the specified time frame.	✓	
6.10	Contractor agrees to provide quarterly reports by the 15 th of each month following the close of a calendar quarter. If the 15 th of the month occurs on the weekend or holiday, the due date shall fall on the next following business day.	✓	
6.11	Contractor must accept all orders if they have a minimum dollar value of \$75.	✓	
6.12	Orders not filled and partials shall be indicated on the packing list or an order confirmation message.	✓	
6.13	Vendor will maintain a reasonable inventory of contracted products to minimize backorders to 5 percent or less.	✓	
6.14	Bidder has bid with catalog that includes both 100 percent sulphite construction paper and for groundwood pulp construction paper.	✓	
6.15	On the Core A-List of Products, Bidder has not substituted a groundwood pulp construction paper product where a 100% sulphite construction paper is specified.	✓	
6.16	Bidder has included in Column X of the spreadsheet the most common number of units in its packaging Unit of Measure so that evaluators can quickly determine equivalent packaging.		
6.17	Contractor agrees to provide documentation, as may be requested, for any price increases allowed by the Terms and Conditions.	✓	
6.18	Contractor has included on Pricing Form A "The Core List Pricing Template - A List Items" a bid with a formula discount for the specified Core Items, otherwise known as the "A List."		
6.19	Contractor has included on "Pricing Form B - Discount Formula for Non-Core Items and the B List" a bid with a formula discount to be applied to non-core items and customized non-Core Items, otherwise known as the "B List."		
6.2	The Contractor warrants that all items furnished by the Contractor, its agents and designated partners shall be free and clear of any defects in material and workmanship and shall conform to the published specifications for such product and Vendor's representations regarding the functions and uses for which each product is marketed.	✓	
6.21	Bidder agrees to provide samples of products within five business days, if requested, for evaluation of bids.	✓	
6.22	For any specified item that is discontinued, not carried or with misnumbered SKUs on the Core List, the Bidder has offered an equivalent substitute and pricing based on the bidder's best understanding of the description.	✓	
6.23	Bidder has left no blanks, or unpriced items in the Pricing Template containing the Core List, also known as the A List. Vendor has no "no bid" items, and instead has offered a substitute for any specified item it does not sell or for any instance where an item has been discontinued.		
6.24	Bidder has included a physical copy of the commercially available catalog(s) that is to be the price basis for its bid.	✓	

Item	Description	Comply	Deviate
6.25	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.	✓	
6.26	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.	✓	
6.27	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or subparagraph or form that is a part of this request.	✓	
6.28	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.	✓	
6.29	Vendor Partners must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.	✓	
6.30	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.	✓	
6.31	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).	✓	
6.32	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.	✓	
6.33	Vendor Partner must maintain a toll free technical support line open 8 a.m. Eastern Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.	✓	
6.34	Vendor Partner must have a 24-hour toll-free order fax line.	✓	
6.35	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.	✓	
6.36	Orders that are \$50.00 or more shall include free shipping and handling. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States. Any deviations or exceptions shall be noted.	✓	

7. Product | Category Specific Specifications

Bidder must check either the 'Comply' or 'Deviate' column for each specification item. All deviations shall be noted and explained on Form F: Deviations (in Part C Bid Forms).

7.1 Minimum Requirements:			
Item	Description	Comply	Deviate
7.1.1	All product lines must meet or exceed all standards set by the National Consumer Protection Agency, Underwriters Laboratories, Environmental Protection Agency and the National Association for Hardware Retailers.	✓	
7.1.2	All products shall be properly labeled in accordance with local, AEPA	✓	

7.1 Minimum Requirements:			
Item	Description	Comply	Deviate
	member state and federal applicable rules, regulations, laws and statutes. Material Safety Data Sheets (MSDS) and/or secondary labels must be provided as required. Bidders must be aware of states' restrictions for the labeling and purchase of art, craft and classroom materials. Items that violate such restrictions will not be awarded under this solicitation.	✓	

7.2 Optional Requirements:			
Item	Description	Comply	Deviate
7.2.1	The catalog includes a variety of manufacturers of specified products and services, and 80% or more of the catalog is dedicated to classroom supplies.	✓	
7.2.2	The catalog offers a selection of "green" products.	✓	
7.2.3	Restocking fees may not be collected on items cancelled for failure to be delivered within the specified time.	✓	

Signature  _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details

FOR CATALOG BIDS:

- 8.1 This bid category DOES have a Core Item List.

- 8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tabs to be completed as follows:
 - G.1 Catalog Discount (Required)
 - G.2A Core List Price Schedule (Required) *Additional product offerings may not be added to this form.*
 - G.2B Non-Core Price Schedule (Required)
 - G.3 Services Price Schedule (Optional)
 - G.4 Volume Discounts (Optional)

- 8.3 The Catalog Category Discount and the Core Items award will not be split.

- 8.4 Bid pricing will be evaluated on a combination of items from both the Category Discount list and the Core Item list. See Evaluation, Approval and Award in Part A, V. General Terms & Conditions For All Agencies for additional information.

INVITATION FOR BID

AEPA IFB #015-B Instructional & School Supply Catalog

PART C – BID FORMS

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BID SUBMITTAL INSTRUCTIONS

1. Bid submission instructions can be found in Part A: Terms and Conditions, Section II, F: Bid Submission of this solicitation. Bidders are reminded that failure to follow, comply with, and adhere to these instructions of this solicitation may result in their response being deemed non-responsive.
2. It is the bidder's responsibility to ascertain that all documents submitted have been saved completely and appropriately to the CD or flash drive. Bidders should test both of the CDs or flash drives on computers independent from the system on which they were created to make sure the documents can be opened. Electronic media that cannot be opened by the bid committee may result in the rejection of the proposal.
3. AEPA, its member agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.



INVITATION FOR BID

AEPA IFB #015-B Instructional & School Supply Catalog

PART C – BID FORMS

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BID SUBMITTAL INSTRUCTIONS

1. Bid submission instructions can be found in Part A: Terms and Conditions, Section II, F: Bid Submission of this solicitation. Bidders are reminded that failure to follow, comply with, and adhere to these instructions of this solicitation may result in their response being deemed non-responsive.
2. It is the bidder’s responsibility to ascertain that all documents submitted have been saved completely and appropriately to the CD or flash drive. Bidders should test both of the CDs or flash drives on computers independent from the system on which they were created to make sure the documents can be opened. Electronic media that cannot be opened by the bid committee may result in the rejection of the proposal.
3. AEPA, its member agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.

**AEPA IFB #015-B
INSTRUCTIONAL & SCHOOL SUPPLIES
Bid Proposal Table of Contents**

Bidder QUILL CORPORATION
 Name of Authorized Representative Rina Goodman
 Office Address 100 Schelter Rd., Lincolnshire, IL 60009
 Time Zone: Eastern Central Mountain Pacific
 Telephone 800.634.4809 Fax 800.789.2014
 Email bid@quill.com Website WWW.Quill.COM

Instructions: Please complete the table below with the information for the documents included in this bid proposal. The bidder is reminded that two identical copies of this material on electronic media, either two (2) CDs or two (2) flash drives, are required.

Form	Folder	Document Title on CD or Flash drive	Format (i.e., Word, PDF, Excel)	Notes
Table of Contents	A	Quill Table of contents	PDF	
FORM A Bid Affidavit	A	Quill Form A	PDF and hard copy	Signature and notarization required.
FORM B Acceptance of Bid & Contract Award	A	Quill Form B	PDF and hard copy	Signature required.
FORM C Serv. Questionnaire	A	Quill Form C	PDF	Signature required
FORM D Company Info	A	Quill Form D	PDF	Signature required
Letter of Line of Credit or Annual Report (See Form D)	A	Quill Disclosure	PDF	
FORM E Exceptions-T & Cs	A	Quill Form E	PDF	Signature required
FORM F Deviations	A	Quill Form F	PDF	Signature required
Part B-Specifications	A	Quill Part B		
State Specific Required Forms (See Part A)	A	Quill State Form	PDF	
Bid Security (If required)	A	Quill Bid Security	PDF and hard copy	
FORM G Discount & Pricing Schedules	B	Quill Form G	PDF	Signature required
Excel Workbook-FORM G Discount & Pricing Schedules	B	Quill Form G Excel	Excel	
G.5 Warranties, Additional Services (Optional)	B	N/A	PDF	
G.6 Additional Discounts (Optional)	B	N/A	PDF	
Catalogs/price lists	B	Quill Catalog	PDF	

AEPA BID FORM A: BID AFFIDAVIT
AEPA IFB #015-B
INSTRUCTIONAL & SCHOOL SUPPLIES

NAME OF BIDDER Quill Corporation

Instructions: This form must be signed by the bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If awarded, the bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the *Member Agency*, or any employee thereof, or any person, firm or corporation under contract with the *Member Agency* whereby the bidder, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of *Member Agency*, *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E, F and G of these bid forms.

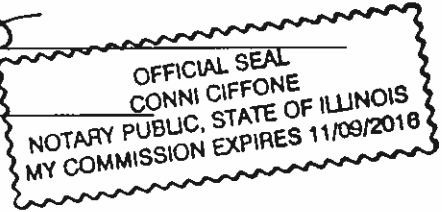
Shira Goodman
Authorized Representative (Please print or type)
President NA Commercial
Title (Please print or type)
[Signature]
Signature of Authorized Representative

100 Scheller Rd.
Mailing Address
Lincolnshire, IL 60009
City, State, Zip
10/2/14 800.634.4809
Date Phone

Subscribed and sworn to before me this 2nd day of October 2014

Notary Public in and for County of LAKE State of ILLINOIS

My commission expires: Signature: [Signature]



AEPA FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD

AEPA IFB #015-B

INSTRUCTIONAL & SCHOOL SUPPLIES

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If approved by AEPA, the bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Quill Corporation Date 10/2/14
Company Address 100 Scheller Rd. City Lincolnshire State IL Zip 60069
Contact Person Spina Goodman Title President NA Commercial
Authorized Signature (ink only) [Signature] Title _____
Email Address bid@quill.com Phone 800.634.4809

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2016 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Agency Executive _____

Awarded this _____ day of _____ Contract Number _____

Contract to commence (Member Agency to select): _____ or March 1, 2015
(Enter date)

AEPA FORM C: SERVICE QUESTIONNAIRE FOR BIDDER

AEPA IFB #015-B INSTRUCTIONAL & SCHOOL SUPPLIES

NAME OF BIDDER QUILL CORPORATION

Instructions: Please respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. Follow the instructions for titling the file and file organization under Part A, Section II Bid Procedures, F. Bid Submission, 2. Format of Bid Submittal.

Note: As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

1. The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. *Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.*

AEPA Member States	Participate in this bid category?	Has your company sold these products/services in these states for the PAST THREE YEARS?	If awarded a contract, which states does your company PROPOSE TO SELL IN?	Indicate which states your company has sales reps, distributors or dealers in.
California	Yes	X	X	X
Colorado	Yes	X	X	
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Indiana	Yes	X	X	
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	
Ohio	Yes	X	X	X
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	
Washington	No	X	X	
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes	X	X	

2. e-commerce: Does this company have an e-commerce website? YES NO

If YES, what is the website? WUW.91111.COM

3. **Customer and Support Service:** It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

a. Does this company have online customer support option? YES NO

b. Does this company have a toll-free customer support phone option? YES NO

c. Does this company offer local customer and support service options? YES NO

d. Describe the type, level, available and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation.

*SEE ATTACHED

4. **Training:** If applicable, does this company offer customer training for the products and services sold?

YES NO

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

*SEE ATTACHED

5. **Pricing:**

a. Is your pricing methodology guaranteed for the term of the contract? YES NO

b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A? YES NO

c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A? YES NO

d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A? YES NO

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume? YES NO

Indicate which of the following apply and the level of competitive range you are offering in response to this IFB. *SEE ATTACHED

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____ %

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)? YES NO

If YES, identify which cooperatives and the respective expiration date(s).

TCPN 3/1/2015
REMC 1/1/2015

If YES and your company is awarded an AEPA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)? Quill.com in due diligence, will qualify potential AEPA customers. MAKE THE RECOMMENDATION of enrollment to the AEPA program whenever possible. Quill.com will do what is best for the customer.

#3d.

The AEPA/Quill.com relationship will be managed by the following 3 individuals: Justin Sampsel, Ryan Spiegel, and Jonathan Warwick. All of the aforementioned individuals have the ability to travel anywhere within the United States as needed to service the AEPA account. Quill.com also offers a dedicated customer service line and interactive chat line which are available Monday through Friday 6 am to 6 pm CST and Saturday 8 am to 12 pm CST.

#4. Training

Quill.com will:

- Host quarterly team meetings to train and retrain sales associates on our TCPN offerings
- Conduct one-on-one coaching and sales training where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEPA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates



Most Favored Customer Pricing. If, during the Term, Supplier provides Products to another customer similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this Agreement, at prices that are lower than the prices set forth in this Agreement, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above. Notwithstanding the foregoing, **Quill reserves the right not to sell any Products below supplier purchase order cost.**

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee.
- a. The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
 - b. The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to adjusted the AEPA Member Agency's price.
 - c. The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

9. **Shipping & Handling:**

Orders that are \$50.00 or more shall include free shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?

\$ 0

10. **Product Returns:** Does your company have a return policy? YES NO

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment) *See attached return policy.*

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount? YES NO

If YES, what is the discount? _____ % Net _____

12. **Leasing:** Do you offer leasing arrangements under this bid? YES NO

If YES, remember to indicate the rate factor and other cost factors on the Pricing spreadsheet(s).

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**

No.	Responsibilities of an AEPA Vendor Partner	Yes	No
1	Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Return Policy:

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 60 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

Technology and Electronic Items: Non-defective technology and electronics items such as, but not limited to, electronics, printers, copiers, multifunction/fax machines, peripherals, networking, computer hardware, cameras, scanners, PDAs, monitors, multimedia projectors, and video equipment must be returned within 30 days and meet the following conditions: All computer product returns will be inspected and must be 100% complete. Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

Vending Equipment: The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions: The box must contain all original packing materials (where applicable), all product documentation as well as all parts and accessories with the UPC codes on the exterior. All returns will be inspected and must be 100% complete. All free items included with a specific product purchase must be returned as well to receive credit.

Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

Software: Software must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective software must be returned within 30 days and will be exchanged for the exact same software. Software licensing varies by manufacturer; call 1-800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer.

Computers/Laptops: You must have all of your original packaging and documentation. All notebooks/laptops must be returned within 14 days of receipt of product for a full credit or refund. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product. All returns will be inspected and must be 100% complete. Notebook/Laptop returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts and accessories.

6	On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.	✓	
7	Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	✓	
8	Attend two (2) AEPA meetings each year (see page 9 in Part A)	✓	
9	Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	✓	
10	Increase sales over the term of the contract with all participating AEPA Member Agencies.	✓	

Signature 
Must be same signature as on Bid Affidavit Signature and Acceptance Forms

AEPA FORM D: COMPANY INFORMATION

AEPA IFB #015-B

INSTRUCTIONAL & SCHOOL SUPPLIES

NAME OF BIDDER Quill Corporation

COMPANY CONTACT INFORMATION

Company Name: Quill Corporation Website: www.Quill.com
Company Address: 100 Scheller Rd.
City: Lincolnshire State: IL Zip: 60069
Contact Person: JUSTIN SAMPSEL Title: VERTICAL MARKET MANAGER
Contact Phone: 800.634.4809 Contact Email: bid@quill.com

BACKGROUND

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a public company privately owned company.

In what year was this business started under its present name? 1950

Under what other or former name(s) has your business operated? N/A

Is this business a corporation? No Yes. If yes, please complete the following:

Date of incorporation: 12/15/77 State of incorporation: DELAWARE

Name of President: Shira Goodman

Name(s) of Vice President(s): Sergio Pereira

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. No Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

See attached of certificate of authenticity

COMPANY HEADQUARTER LOCATION



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

Certificate of Authority

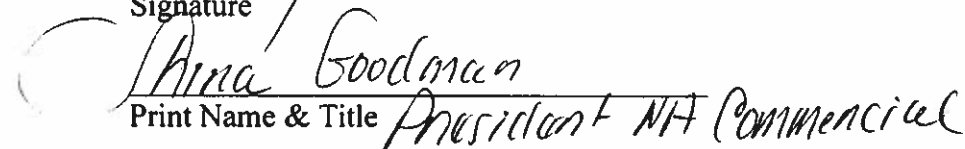
The undersigned officer of Quill Corporation (the "Company") hereby certifies and that the below-named employees of the Company are authorized and empowered to make, enter into, sign, seal and deliver in behalf of the Company a contract for office and school supplies and a performance bond in connection with such contract:

Shira Goodman	President NA Commercial
Sergio Pereira	Senior Vice President
Kenneth M. Wnek	Vice President of Sales
Kayrle Sieber	Vice President of Marketing
Kevin Wood	Vice President of Merchandising
Matt Taylor	Director of Finance
Colin Doherty	Director of Sales
Barbara Slotten	National Sales Manager

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on
10/2, 2014



Signature


Print Name & Title

Corporate Seal

September 2014

Company Address: 100 SUTHER KIL
 City: Lincolnshire State: IL Zip: 60069
 Main Phone Number: 800.634.4809 How long at this address? 58 years

COMPANY BRANCH LOCATIONS

Branch Address: *See attached locations
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2011, 2012 and 2013 YTD in the United States by the various public segments:

	2011	2012	2013 YTD
K-12 (public & private), Educational Service Agencies	\$ 123,937,890	\$ 125,656,982	\$ 123,431,426
Higher Education Institutions	\$ 14,817,623	\$ 14,131,921	\$ 12,805,436
Counties, Cities, Townships, Villages	\$ 134,315,276	\$ 132,307,774	\$ 128,251,529
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$ 833,654,619	\$ 865,518,736	\$ 876,328,743
TOTAL	\$ 1,106,725,407	\$ 1,137,615,413	\$ 1,140,817,130

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Justin Sampsel	Vertical Market Manager	847.876.4239	Justin.Sampsel@guill.com
Sales Manager	Ryan Spiegel	National Sales Manager	402.651.5094	Ryan.Spiegel@guill.com
Customer & Support Manager	Justin Sampsel	Vertical Market Manager	847.876.4239	Justin.Sampsel@guill.com

Distributors, Dealers, Installers, Sales Reps

Consultants & Trainers



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

4510 Alitalia Ave.
Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

Technical, Maintenance & Support Services

Quotes, Invoicing & Payments

N/A

Warranty & After the Sale

Financial Manager

- 2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
65	MAITLAND	FL
80	Lincolning	IL

- 3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
* SEE ATTACHED WAREHOUSE LOCATIONS		

- 4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

* See attached

MARKETING

- 1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *(To insert more rows, hit the tab key from the last field in the State column.)*

Name	Title	Phone	Email
Justin Sampsel	Ventura Market Manager	847-876-4239	Justin.Sampsel@quinn.co
Jamie Bajgent	Marketing Associate		Jamie.Bajgent@quinn.co

- 2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012 – 2013 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

* See attached

- 3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

Field Sales Team

- 1-Orlando/Tampa, FL
- 1-Cleveland, OH
- 1-Nashville, TN
- 1-Chicago, IL
- 1-Milwaukee, WI
- 2-State of Iowa
- 2-States of Missouri & Kansas
- 2-States of Missouri & Illinois
- 1-States of Connecticut & New York
- 1-State of Pennsylvania
- 1-State of Oklahoma
- 3-State of Texas
- 1-State of Arizona
- 2-State of California
- 1-State of New Mexico



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

4510 Alitalia Ave.
Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

In-house Resources

Number of Employees: 788

70 Inside Sales associates that manage Education and Commercial National Accounts

62 Inside Sales associates manage Commercial National Accounts

25 Sales Support Associates (Bids & Admin)

#2 Marketing Activities: Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012-2013 (July 1 – June 30) List all conventions, conferences and other events at which this company exhibited.

- Utilize its sales force, comprised of 200 associates servicing commercial and education accounts throughout the United States to create and drive Quill and AEPA awareness
- Qualify accounts by having our sales team look at the overall performance of an account to determine opportunities to implement the AEPA pricing structure
- Enlist our marketing team to engage customers and enhance awareness through various channels including but not limited to emails, mailings, web and print ads and AEPA order form creation

Shows attended in 2013

MSBO (REMC)-Iowa ASBO (AEPA)-MACUL (REMC)-OKASBO (AEPA)-AEPA Spring Conference-Vision Source-Grrrec Administrative Day-ALA-VLTA-FOE-PAEC (AEPA)-AASBO (AEPA)-NMCEL (AEPA)-Brightstar-TASBO-AEPA Winter Conference

#3 Cooperative Marketing: Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

- Quill.com has the ability to collaborate with Member Agencies in the following ways... Co-branding of marketing materials like sell sheets, flyers, catalogs and tradeshow giveaways. Quill.com is able to participate in onsite trainings when available and also provide raffle/door prizes for AEPA sponsored events.

#4 Sales Training: Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

Quill.com will do the following....

- Host quarterly team meetings to train and retrain sales associates on our AEPA offerings
- Conduct one on one coaching and sales trainings where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEOA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates

* See attached

- 4. **Sales Training:** Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

* See attached

ENVIRONMENTAL INITIATIVES

- 1. Describe how your products and/or services support environmental goals.

* See attached Green Initiatives

- 2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

* See attached Green Initiatives

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

- 1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
- 2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

- 1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2010, 2011 and 2012). This letter should state the line of credit as a range (ie., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
- 2. **Legal:** Does this business have actions currently filed against it? No Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information of your company's ten largest public agency customers:

Agency	Name	Title	Phone Number	Email
1.	* See Attached References			
2.				
3.				
4.				

Green Initiatives

Our Commitment to the environment

Quill Corporation (Quill.com) is a subsidiary of Staples, Inc. Quill Corporation is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill.com manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business.

Green Initiatives

- Energy efficiency
- Renewable power investment
- Green building design
- Reducing the carbon impact of our delivery fleet
- Recycling programs
- Responsible purchasing

Office supplies

Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.

Facility solutions

Quill.com's Facilities team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.

From the break room to the boardroom, Quill.com offers several safer alternatives for both you and the planet at a great price.

We offer:

- Safe and effective cleaning chemicals
- Remanufactured toner cartridges
- Paper products made from sugarcane waste

Furniture solutions

Our Quill.com's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.

Technology solutions

Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.

Promotional products

With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.

Printing services

Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.

Disclosures

#1: Staples, Inc. (“Staples”) is the parent corporation of Quill Corporation. Staples is a public company regulated by the Securities and Exchange Commission (“SEC”). For information concerning Staples’ financial statements, please see Staples’ quarterly and annual reports filed with the SEC, which are available at www.staples.com.



REGION 16 EDUCATION SERVICE

806/677-5000
5800 BELL ST
AMARILLO, TX 79109

GRANTS CIBOLA COUNTY SCHOOLS

505/285-2619
PO BOX 8
GRANTS, NM 87020

ALBUQUERQUE PUBLIC SCHOOLS

505/880-3700
PO BOX 25704
ALBUQUERQUE, TX 87125

ARCHDIOCESE OF MILWAUKEE SCHLS

SHIRLEY HORN 920/753-7500
ST LAWRENCE SEMINARY SCHOOL
301 CHURCH ST
MOUNT CALVARY, WI 53057

MILFORD BOARD OF EDUCATION

DEBBIE NESPOLI 203/783-3445
70 W RIVER ST
MILFORD, CT 06460

FARMINGTON MUNICIPAL SCHOOLS

DENISE STOKES 505/324-5009840
PO BOX 5850
FARMINGTON, NM 87499

PERRY COUNTY BD OF EDUCATION

JODY MAGGARD 606/439-5813
PO BOX 278
CHAVIES, KY 41727

DEMING PUBLIC SCHOOLS

VANESSA MILO 505/546-8841
1001 S DIAMOND AVE
DEMING, NM 88030


DADE COUNTY SCHOOL BOARD

DANIEL GARCIA 305/995-1624
1450 NE 2ND AVE
MIAMI, FL 33132

TRAVIS COUNTY PURCHASING OFC

ROSE GARCIA 512/473-9700
PO BOX 1748
AUSTIN, TX 78767

- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Signature 

Must be same signature that appears on the Bid Affidavit Signature and Acceptance Form

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

AEPA IFB #015-B INSTRUCTIONAL & SCHOOL SUPPLIES

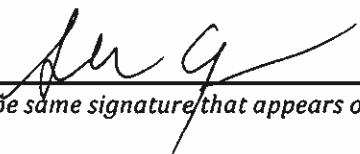
NAME OF BIDDER Quill Corporation

INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions. If creating a facsimile, the bidder is reminded to use the heading above, and include the bidder name and signature at the end.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A or B of this IFB.
- YES, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page	Outline Number	Term or Condition	Exception
C, pg 7	9	Delivery	See attached Delivery
Part A, pg. 11	✓	Audit Rights	See Attached Exceptions
A, pg. 12	✓	Comm. Available Credits	
A, pg. 13	✓	Most Advantageous Pricing	
A, pg 14, 23, 28	✓	Delivery Terms	
B, sec. 5	5.1	Special Terms	
A, pg. 17	✓	Indemnification	

Signature 
 Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

IFB Section and Page	Outline Number	Term or Condition	Exception
Part A, page 11	V	Audit Rights	<p><i>Proposed language to be added to the end of this section:</i></p> <p>To the extent permitted by applicable law, the audit shall be conducted in accordance with the following:</p> <p>During the Term and for a period of twelve (12) months thereafter, Vendor Partner will upon not less than thirty (30) calendar days' prior written request, make available to Buyer no more than once per calendar year, at Vendor Partner's corporate offices, during normal business hours, the information from Vendor Partner's contract administration application pertaining to all invoices sent by Vendor Partner and payments made by Buyer for all products and services purchased by Buyer under this contract during the twelve (12) month period immediately prior to the date of Buyer's written audit request. Buyer may employ an independent auditor or consultant, or Buyer may choose to conduct such audit on its own behalf. Vendor Partner shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement with Vendor Partner, Vendor Partner will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the fees and costs of any auditor or consultant. Vendor Partner reserves the right to charge a reasonable fee for the preparation and delivery of audit reports provided to Buyer or any auditor or consultant hired by Buyer. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Vendor Partner or Buyer shall promptly reimburse or pay the affected party, as applicable. AEPA and Buyer may not conduct duplicative audits.</p>
Part A, page 12	V	Commercially Available Catalog	<p><i>Propose that the language be replaced in the entirety with the following language:</i></p> <p>"The list of products and/or services set forth in Form G, which may be amended from time to time by Vendor Partner and AEPA."</p>
Part A, page 13, 20	V	Cooperative Purchasing Contracts; Most Advantageous Pricing	<p>We propose to modify the language follows:</p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to AEPA, with similar volume requirements, order size, quantities and mix of products and services, delivery</p>

			<p>schedule, and geographic areas, and offers similar discounts, rebates, and guarantees as those offered under this contract, at prices that are lower than the prices set forth in this contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above; provided that Vendor Partner reserves the right not to sell any products below its purchase order cost.</p>
<p>Part A, page 14; p. 23, p. 28</p> <p>Part B, Section 5</p>	<p>V</p> <p>5.1</p>	<p>Delivery Terms: Improper delivery; Defective Goods;</p> <p>Special Terms and Conditions</p>	<p>We propose that these sections be replaced by the following language:</p> <p>Notwithstanding anything to the contrary, Vendor Partner's warranty and return policy shall govern, as follows:</p> <p>Vendor Partner expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer. Vendor Partner expressly warrants that all Vendor Partner-branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor Partner's samples, if any. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR PARTNER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Liquidated Damages</p>	<p>We propose to remove this language, which appears suited for construction, or installation, or other services transactions as opposed to the sale of goods.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Default in One Installment to Constitute Total Breach</p>	<p>We propose to remove this term given the context/industry and purpose of this agreement. This term appears suited for supply chain agreements.</p>
<p>Part A, page 17</p>	<p>V</p>	<p>Indemnification</p>	<p>We propose to clarify that this language governs <u>third party</u> claims.</p>

AEPA FORM F: DEVIATIONS

AEPA IFB #015-~~B~~

Bid Category: Instructional & School Supply Catalog


NAME OF BIDDER Quill Corporation

INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions. If creating a facsimile, the bidder is reminded to use the heading above, and include the bidder name and signature at the end.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B.**
- YES, this bidder has the following deviations to the specifications listed in Part B.**

Outline Number from Part B	Specification (describe)	Details of Deviation

Signature 
Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA BID FORM G: PRICING SCHEDULE SUBMITTAL INSTRUCTIONS

AEPA IFB #015-B INSTRUCTIONAL & SCHOOL SUPPLIES

NAME OF BIDDER

QUILL CORPORATION

INSTRUCTIONS: *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Excel Workbook provided for Bidders to complete with your discounts, pricing, etc. Please note that there are several tabs in the Workbook that should be completed. You must use the provided Excel Workbooks. Pricing must be submitted in the Excel Workbook format with the file name "*Bidder Name Form G—Pricing - Description.*"
2. In addition to the provided Excel Workbooks, copies of the bidder's most recent catalog or pricelist showing the products available under this bid should be included as PDF documents.
3. Save all documents to Folder B.

These forms are provided on *individual tabs* on the Excel Workbook provided on the AEPA website:

G.1. Catalog Discount for Items in a Commercially Available (REQUIRED)

Complete a form for each catalog bid, reset the 'print area' if lines were added, and save the file according to directions. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid.

G.2A Core Items Price Schedule (REQUIRED)

Use this tab of the workbook to provide the Bid Discount Percentage and item information for all of the listed core items. Be sure to complete Form G.2B for non-core item pricing and item information.

G.2B Non-Core Price Schedule (REQUIRED)

Use this tab of the workbook to provide the item information and the Net Effective Bid Price for all non-core items in your catalog. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid. The information may be downloaded from your computer system, but must comply with our format.

G.3 Services Price Schedule (OPTIONAL)

If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.

G.4 Volume Discounts Schedule (OPTIONAL)

Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases **AND** for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

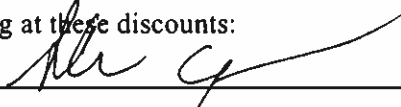
Use this tab of the workbook to provide the item information and the Net Effective Bid Price for **ALL ITEMS**

Additional Forms that may be provided by Bidder:

G.5. (Not Provided – Bidder Created) Warranties, Additional Services or Incidental Price Schedule: Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.

G.6. (Not Provided – Bidder Created) Additional Discounts: If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

Signature



Must be same signature as on Bid Affidavit Signature and Acceptance Form



Association of Educational

Form G.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA IFB # 015-B Instructional & School Supplies

Bidding Company Name: *Quill Corporation*

Name of Catalog: *2014 School Reference Guide/Quill.com*
 (This must be the catalog in effect as of the bid date)

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.

Form G.1 is a REQUIRED FORM

No.	Grouping of Discount	Discount Offered for This Grouping	Comments	No.
1	Education Products	20%	*Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW" or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).	1
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Association of Educational

Form G.2A - Core Items Price Schedule AEPA IFB # 015-B Instructional & School Supplies

INSTRUCTIONS: Complete the following information for all core items listed below. These are higher usage items and it is anticipated that deeper discounts will be bid for these items. In the event a new catalog or manufacturer's price list changes during the contract term, the Bid Discount Percentage would remain the same. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

Form G.2A is a REQUIRED FORM

Bidding Company Name:		Enter company name here				Catalog Name:			2014 School Reference Guide/Quill.com		
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', BLUE, PKG	Pacon	0037206	BEMISS JASON BID 37204	ROLL	\$ 3.99	67.7%	\$ 1.29	SOLD PER ROLL ONLY, MUST PURCHASE PER ROLL	1
2	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', BRITE BLUE, PKG	Pacon	0037176	NO BID						2
3	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', BROWN, PKG	Pacon	0037026	NO BID						3
4	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', CANARY, PKG	Pacon	0037086	BEMISS JASON BID 3708	ROLL	\$ 3.99	67.7%	\$ 1.29	SOLD PER ROLL ONLY, MUST PURCHASE PER ROLL	4
5	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', EMERALD GREEN, PKG	Pacon	0037146	NO BID						5
6	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', FLAME RED, PKG	Pacon	0037036	BEMISS JASON BID 3703	ROLL	\$ 3.99	67.7%	\$ 1.29	SOLD PER ROLL ONLY, MUST PURCHASE PER ROLL	6
7	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', ORANGE, PKG	Pacon	0037106	BEMISS JASON BID 3710	ROLL	\$ 2.99	56.9%	\$ 1.29	SOLD PER ROLL ONLY, MUST PURCHASE PER ROLL	7
8	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', PINK, PKG	Pacon	0037266	NO BID						8
9	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', VIOLET, PKG	Pacon	0037336	NO BID						9
10	Bulletin Board Borders	BORDETTE, SCALLOPED, 2.25" X 50', WHITE, PKG	Pacon	0037016	BEMISS JASON BID 3701	ROLL	\$ 3.99	67.7%	\$ 1.29	SOLD PER ROLL ONLY, MUST PURCHASE PER ROLL	10
11	Chalk and Chalkboard Accessories	CHALK, ANTI-DUST, GRAYOLA, WHITE, 12/BOX	Crayola	50-1402	CRAYOLA BID 501402	12/BOX	\$ 1.49	74.5%	\$ 0.38		11
12	Chalk and Chalkboard Accessories	CHALK, POSTER, JUMBO, 12 ASSORTED COLORS, 144/BOX	Dixon	15360	NO BID						12
13	Chalk and Chalkboard Accessories	CHALK, DRAWING CRAYOLA, ASSORTED COLORS, 24/BOX	Crayola	51-0404	NO BID						13
14	Chalk and Chalkboard Accessories	CHALK, DRAWING, CRAYOLA, ASSORTED COLORS, 12/BOX	Crayola	51-0403	NO BID						14
15	Chalk and Chalkboard Accessories	CHALK, LOW DUST, WHITE TAPERED, 144/BOX		33114	NO BID						15
16	Chalk and Chalkboard Accessories	CHALK, PASTEL, ASSORTED COLORS, NON-TOXIC, 12/BOX	Sargent	22-4112	SARGENT ART BID JV63006	12/BOX	\$ 7.99	46.4%	\$ 4.28	MODEL# SAR224112	16
17	Chalk and Chalkboard Accessories	CHALKBOARD ERASER, PRANG HYGIEIA, CELLULAR LATEX, LEATHER COVER, TEACHER SIZE, 12", EACH	Prang	1106	NO BID						17
18	Chalk and Chalkboard Accessories	CHALKBOARD ERASER, PRANG HYGIEIA, CELLULAR LATEX, PLASTIC COVER, STUDENT SIZE, 5", EACH	Prang	1100	NO BID						18

Bidding Company Name:

Enter company name here

Catalog Name: 2014 School Reference Guide/Quill.com

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
19	Clay	CLAY, MODEL MAGIC, 2 LB., LIGHTWEIGHT WHITE MODELING COMPOUND THAT AIR DRIES WITH OUT KILN FIRING OR BAKING, CAN BE PAINTED WITH DIFFERENT MEDIAS, BUCKET	Binney & Smith	57-4400	CRAYOLA BID JV37983	2 LB BX	\$ 26.99	55.5%	\$ 12.02	MODEL# 574400	19
20	Clay	CLAY, MODEL MAGIC, 4 OZ., LIGHTWEIGHT WHITE MODELING COMPOUND THAT AIR DRIES WITHOUT FIRING OR BAKING, CAN BE PAINTED WITH DIFFERENT MEDIAS. CERTIFIED NON TOXIC. PKG	Binney & Smith	57-4401	NO BID						20
21	Clay	CLAY, MODELING, SOFT BLUE, ST/4 MODELING CLAY, POUND		600006	NO BID						21
22	Clay	CLAY, MODELING, SOFT, ASST. COLORS WRAPPED NON HARDENING, POUND	School Smart	600001	NO BID						22
23	Clay	CLAY, MODELING, SOFT, BLUE, FOUR INDIVIDUAL WRAPPED 1/4 LB. STICKS, NON HARDENING 24/CASE. EACH BOX SHALL HAVE CERT. PROD. SEAL OF CRAYON, WATER CLR. & CRAFT INST. OF NON-TOX & QLTY MUST BE DEPT. OF HLTH SERVS. APPROV. ITEMS FOR K-6, POUND	Binney & Smith	00747	NO BID						23
24	Clay	CLAY, MODELING, SOFT, BROWN, FOUR INDIV. WRAPPED 1/4 LB. STICKS, NON HARDENING, 24/CASE EACH BOX SHALL HAVE THE CERT. PROD. SEAL OF CRAYON, WATER COLOR & CRAFT INST. OF NON-TOX & QUALITY. MUST BE DEPT. OF HLTH SERVS. APPROV. ITEMS FOR K-6, POUND	Binney & Smith	00746	NO BID						24
25	Clay	CLAY, MODELING, SOFT, BROWN, WRAPPED NON- HARDENING, POUND	School Smart	60000C	NO BID						25
26	Clay	CLAY, MODELING, SOFT, GREEN, FOUR INDIV. WRAPPED 1/4 LB. STICKS, NON-HARDENING, 24/CASE BOX SHALL HAVE THE CERT. PROD SEAL OF CRAYON, WATER CLR. & CRAFT INST. OF NON-TOX. & QLTY MUST BE DEPT. OF HLTH SERVS. APPROV. ITEMS FOR K-6, POUND	Binney & Smith	00744	NO BID						26
27	Clay	CLAY, MODELING, SOFT, GREEN, WRAPPED NON HARDENING, POUND	School Smart	60000D	NO BID						27

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28	Clay	CLAY, MODELING, SOFT, RED, FOUR INDIV. WRAPPED 1/4 LB. STICKS, NON HARDENING, 24/CASE EACH BOX SHALL HAVE THE CERT. PROD. SEAL OF CRAYON, WATER CLR. & CRAFT INST. OF NON-TOX. & QLTY MUST BE DEPT. OF HLTH SERV. APPROV. ITEMS FOR K-6, POUND	Binney & Smith	'00742	NO BID						28		
29	Clay	CLAY, MODELING, SOFT, RED, WRAPPED NON HARDENING, POUND	School Smart	60000A	NO BID						29		
30	Clay	CLAY, MODELING, SOFT, YELLOW, FOUR INDIV. WRAPPED 1/4 LB. STICKS, NON HARDENING, 24/CASE EA. BOX SHALL HAVE THE CERT. PRODUCT SEAL OF CRAYON, WATER CLR. & CRAFT INST. OF NON TOX.& QLTY MUST BE DEPT. OF HLTH SERV. APPROV. ITEMS FOR K-6, POUND	Binney & Smith	'00748	NO BID						30		
31	Clay	CLAY, MODELING, SOFT, YELLOW, IND WRAP 1/4 LB STICKS, NON- HARDENING, 24/CASE. EACH BOX SHALL HAVE THE CERT. PROD. SEAL OF CRAYON, WATER COLOR & CRAFT INST. OF NON-TOXIC & QUALITY MUST BE DEPT OF HEALTH SERVICES APPROV. ITEMS FOR K-6, POUND	Binney & Smith	57-20	NO BID						31		
32	Craft Items	COTTON TIPS: HARWOOD, PRODUCT COTTON, TIPPED, SWABS, BOX OF 1000, BOX		806-WC	NO BID						32		
33	Craft Items	STICKS: WADDLE, WEE DOO, CRAFT, STICKS PK/500, PACK		70784	NO BID						33		
34	Craft Items	STRING, COTTON-WRAPPING, COTTON WRAPPING 2100 YDS, CONE/2 LB	Pacon	9061	NO BID						34		
35	Craft Items	STRING, COTTON WRAPPING, 16 PLY, CONE/2 LB	SCHERMERHORN	OK059400	NO BID						35		
36	Craft Items	STRING, COTTON WRAPPING, 4 PLY, CONE/2 LB	SCHERMERHORN	OK058150	NO BID						36		
37	Craft Items	STRING, IMITATION SINEW 8 OZ, 1,000 FT., CONE/2 LB	CONS THREAD MILLS	520PB-8	NO BID						37		
38	Craft Items	TWINE, 12 PLY, WHITE, 60 LB. BREAKING STRENGTH, 2 LB. CONE, 30/CASE, CONE/2 LB	SCHERMERHORN	050671	NO BID						38		
39	Craft Items	TWINE, SCHERMERHORN 16 PLY COTTON TWINE, BALL	SCHERMERHORN	0059401	NO BID						39		

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40	Craft Items	WIGGLE EYES OR GOOGLE EYES CLASS PACK ASSORTED SHAPES AND SIZES, 1000/PKG	CHENILLE KRAFT		3400 NO BID						40
41	Craft Items	WIGGLE EYES OR GOOGLE EYES ROUND, BLACK, 7MM, 72/PKG	Pacon	1859881	NO BID						41
42	Craft Items	WIGGLE EYES OR GOOGLE EYES ROUND, BLACK, ASSORTED, 100/PKG	CHENILLE KRAFT	3446-2	NO						42
43	Craft Items	WIGGLE EYES OR GOOGLE EYES, BLACK, OVAL, ASSORTED, 100/PKG	Pacon	1859928	NO BID						43
44	Craft Items	YARN REMNANT PACK 5 LB/PKG	Pacon	00520	NO BID						44
45	Craft Items	YARN, NATURAL COTTON WRAP, 800 YARD CONE, EACH	Pacon	09011	NO BID						45
46	Craft Items	ACRYLIC ROVING YARN RED, EACH	TRAITEX	0007XXX Red	NO BID						46
47	Craft Items	ACRYLIC ROVING YARN BLACK, EACH	TRAITEX	0007XXX Black	NO BID						47
48	Crayons	CRAYOLA, COLORED, 24/BOX	Crayola	52-0064	NO BID						48
49	Crayons	CRAYOLA LARGE SET LIFT LID BOX ASSORTED COLORS, 16/BOX	Crayola	52-0336	CRAYOLA BID	16/BX	\$ 4.99	35.3%	\$ 3.23		49
50	Crayons	CRAYOLA LARGE SET LIFT LID BOX ASSORTED COLORS, 8/BOX	Crayola	52-0038	CRAYOLA BID	8/BX	\$ 2.99	61.2%	\$ 1.16		50
51	Crayons	CRAYOLA SO BIG EXTRA LARGE, ASSORTED COLORS, 8/BOX	Crayola	52-0389	NO BID						51
52	Crayons	CRAYOLA STANDARD CRAYON SET ASSORTED COLORS, 24/BOX	Crayola	52-0024	CRAYOLA BID	24/BX	\$ 2.29	48.0%	\$ 1.19		52
53	Crayons	CRAYOLA STANDARD CRAYON SET LIFT-LID BOX ASSORTED COLORS, 24/BOX	Crayola	52-0241	NO BID						53
54	Crayons	CRAYOLA STANDARD CRAYON SET TUCK-BOX ASSORTED COLORS, 16/BOX	Crayola	52-0016	CRAYOLA BID	16/BX	\$ 1.79	47.5%	\$ 0.94		54
55	Crayons	CRAYOLA STANDARD CRAYON SET TUCK-BOX ASSORTED COLORS, 8/BOX	Crayola	52-0008	CRAYOLA BID	8/BX	\$ 0.99	50.5%	\$ 0.49		55
56	Crayons	CRAYOLA STANDARD SET WITH BUILT IN SHARPENER, ASSORTED COLORS, 96/BOX	Crayola	52-0096	CRAYOLA BID	96/BX	\$ 10.99	60.4%	\$ 4.35		56
57	Crayons	CRAYOLA JUMBO ROUND, 4" X 7/16", 8 COLOR SET RECOM. FOR USE WITH PRIM. GRADES, 144/CASE	Crayola	52-0080	NO BID						57
58	Crayons	CRAYOLA, CLASS PACK LARGE, 8 ASSORTED COLORS, 400/BOX	Crayola	52-8038	CRAYOLA BID	400/BX	\$ 59.99	44.4%	\$ 33.36		58
59	Crayons	CRAYOLA, LARGE WASHABLE, ASSORTED COLORS, 8/BOX	Crayola	52-3280	CRAYOLA BID	8/BX	\$ 3.49	60.7%	\$ 1.37		59
60	Crayons	CRAYOLA, MULTICULTURAL LARGE, ASSORTED SPECIALTY COLORS, 8/BOX	Crayola	52-080W	NO BID						60
61	Crayons	CRAYOLA, MULTICULTURAL, ASSORTED SPECIALTY COLORS, 8/BOX	Crayola	52-008W	CRAYOLA BID	8/BX	\$ 1.49	67.1%	\$ 0.49		61

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62	Crayons	CRAYOLA, STANDARD CLASS PACK 8 ASSORTED COLORS, 800/PACK	Crayola	52-8008	CRAYOLA BID 528008	800/PK	\$ 54.99	32.9%	\$ 36.89		62
63	Crayons	CRAYOLA, STANDARD SET WITH BUILT IN SHARPENER, ASSORTED COLORS, 64/BOX	Crayola	52-0064	CRAYOLA BID 0064	64/BX	\$ 5.99	56.1%	\$ 2.63		63
64	Crayons	PRANG REGULAR, TUCK BOX OF 8, 8/BOX	DIXON/PRANG	00000	PRANG BID 38	8/BX	\$ 1.49	80.5%	\$ 0.29	Model # 00000	64
65	Crayons	PRANG, LARGE, LIFT LID, 8, DIXON/PRANG, 8/BOX		0051800	NO BID						65
66	Crayons	PRANG, REGULAR, 16CT, 16/BOX	DIXON/PRANG	00100	NO BID						66
67	Films and Laminating Supplies	FILM, LAMINATING, 12"X500', 1" CORE, ROLL	GBC	3000002	NO BID						67
68	Films and Laminating Supplies	TRANSPARENCY FILM, 8 1/2"X11", BLACK, CLEAR, WITHOUT SENSING STRIPE FOR PLAIN PAPER COPIERS, 50/BOX		C670335	NO BID						68
69	Flags & Accessories	FLAG BRACKET, METAL, WALL MOUNT, 1/2", EACH	ANNIN	642600	NO BID						69
70	Flags & Accessories	FLAG HOLDER, WALL BRACKET FLAG HOLDER, EACH	School Smart	16794	NO BID						70
71	Flags & Accessories	FLAG, UNITED STATES, 16" X 24" INDOOR USE, CLASSROOM USE, GLOSSY RAYON, WOODEN STAFF, EACH	ANNIN	042900	NO BID						71
72	Flags & Accessories	FLAG, UNITED STATES, 24" X 36" INDOOR USE, GLOSSY RAYON, WOODEN STAFF, EACH	ANNIN	43100	NO BID						72
73	Flags & Accessories	FLAG, UNITED STATES, 5' X 8', OUTDOOR USE, NYLON CONSTRUCTION, EACH	ANNIN	1200	BAUMGARTEN BID 5800	EACH	\$ 86.99	47.8%	\$ 45.43		73
74	Glitter	COPPER GLITTER 4 OZ, JAR	Pacon	43694	NO BID						74
75	Glitter	BLUE GLITTER 16 OZ, EACH	School Smart	55-405-F	CHENILLE KRAFT BID JV35384	16 OZ EA	\$ 10.99	26.9%	\$ 8.03		75
76	Glitter	COPPER GLITTER 16 OZ, EACH	School Smart	55-405-C	NO BID						76
77	Glitter	GOLD GLITTER 16 OZ, EACH	School Smart	55-405-C	CHENILLE KRAFT BID JV35385	16 OZ EA	\$ 10.79	25.6%	\$ 8.03	MINIMUM ORDER QUANTITY OF 2	77
78	Glitter	GREEN GLITTER 16 OZ, EACH	School Smart	KK-405-D	CHENILLE KRAFT BID JV35386	16 OZ EA	\$ 10.99	26.9%	\$ 8.03		78
79	Glitter	BLUE GLITTER 4 OZ, EACH	School Smart	KK-404-F	NO BID						79
80	Glitter	GOLD GLITTER 4 OZ, EACH	School Smart	KK-404-C	NO BID						80
81	Glitter	GREEN GLITTER 4 OZ, EACH	School Smart	KK-404-D	NO BID						81
82	Glitter	MULTI GLITTER 4 OZ, EACH	School Smart	KK-404-Y	NO BID						82
83	Glitter	RED GLITTER 4 OZ, EACH	School Smart	55-404-G	NO BID						83
84	Glitter	SILVER GLITTER 4 OZ, EACH	School Smart	55-404-B	NO BID						84

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85	Glitter	MULTI GLITTER 16 OZ, EACH	School Smart	KK-405-Y	CHENILLE KRAFT BID JV35388	16 OZ EA	\$ 13.99	42.6%	\$ 8.03		85
86	Glitter	RED GLITTER 16 OZ, EACH	School Smart	55-405-G	CHENILLE KRAFT BID JV35390	16 OZ EA	\$ 10.99	26.9%	\$ 8.03		86
87	Glitter	SILVER GLITTER 16 OZ, EACH	School Smart	55-405-B	CHENILLE KRAFT BID JV35391	16 OZ EA	\$ 10.79	25.6%	\$ 8.03	MINIMUM ORDER QUANTITY OF 2	87
88	Glitter	SET OF 6 3/4 OZ GLITTER, SET	School Smart	KK-403-01	NO BID						88
89	Glue	GLUE, WHITE, GALLON, PLASTIC CONTAINER DRIES CLEAR, WASHABLE. EACH CONTAINER SHALL HAVE THE CERTIFIED PROD. SEAL OF THE CRAFT INST. FOR NON-TOXIC & QLT. MUST BE ON THE DEPT. OF HLTH SERVS. LIST OF APPROV. ITEMS FOR K-6, 2/CASE	ELMERS	E3-40	NO BID						89
90	Knives & Blades	KNIFE BLADES, FOR X-ACTO, #11, PKG, 5/PKG	HUNT		XACTO BID X11	5/PK	\$ 2.99	70.6%	\$ 0.88		90
91	Knives & Blades	KNIFE, DELUX X-ACTO, W/SOFT GRIP & SAFETY CAP, #11 BLADE, BLUE, EACH	HUNT	HUNX 3626	NO BID						91
92	Knives & Blades	KNIFE, LIGHT DUTY X-ACTO, WITH ALUMINUM HANDLE, SAFETY CAP, #11 BLADE, EACH	HUNT	HUNX3001	XACTO BID X3601	EACH	\$ 4.29	66.9%	\$ 1.42		92
93	Laminating Supplies	FILM, LAMINATING, 25" X500", 1" CORE, ROLL	GBC	3000004	GBC BID 3000004	2 RLS/BX	\$ 71.98	44.5%	\$ 39.98	SOLD 2 ROLLS PER BOX ONLY, MUST PURCHASE IN MULTIPLES OF 2 ROLLS	93
94	Laminating Supplies	FILM, LAMINATING, 18" X 500", 1" CORE, 1.5 CL. ROLL	GBC	3000003	GBC BID 3000003	2 RLS/BX	\$ 67.98	44.1%	\$ 37.98	SOLD 2 ROLLS PER BOX ONLY, MUST PURCHASE IN MULTIPLES OF 2 ROLLS	94
95	Laminating Supplies	FILM, LAMINATING, 25" ROLL 2 1/4" CORE, ROLL	GBC	3000007	NO BID						95
96	Laminating Supplies	FILM, TRANSPARENCY ON ROLL FOR OVERHEADS, ROLL	3M	AF4310	NO BID						96
97	Lesson Plan Books	9-10 WEEK RECORD BOOK, EACH	HAMMOND & STEPHENS	322652	NO BID						97
98	Lesson Plan Books	ATTENDANCE BOOK, EACH	HAMMOND & STEPHENS	323322	NO BID						98
99	MARKERS	MARKER, DRY ERASE, LOW ODOR BLACK CHISEL, EACH	EXPO	80001	NO BID						99
100	Other	ADHESIVE REUSABLE PUTTY, BLUESTIK, 1 OZ PACK	Dap	9471194	NO BID						100
101	Other	DRAWING PAD, 50# WHITE SULPHITE, SKETCH DIARY, 8.5X11, 50 SHEETS, SPIRAL BOUND, EACH	Sax	9457586	NO BID						101
102	OTHER	ERASER DRY ERASE MFG. BY TEST RITE INTL CO LTD, EACH	School Smart	084465	NO BID						102
103	Other	FINGER MOISTENER, 3/8 OZ., NON TOXIC, ODORLESS, MADE WITH NATURAL SAFE GLYCERIN, EACH	LEE	10050	SORTKWK BIC 10050	EACH	\$ 1.99	74.4%	\$ 0.51		103

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104	Other	FOLDERS, MANILA FILE FOLDERS, THIRD CUT, LETTER SIZE, 100/BOX	School Smart	1103	QUILL BID 740137	100/BX	\$ 7.49	53.3%	\$ 3.50		104
105	Other	HOOKS, CEILING MOUNT FOR SUSPENDED CEILINGS, 4/PKG	ADAMS MFG CORP	037063610204	NO BID						105
106	Other	MARKER DRY ERASE LOW ODOR BLUE CHISEL, EACH	EXPO	80003	NO BID						106
107	Other	MASTER, THERMAL SPIRIT, LETTER SIZE, FOR USE ON THERMO TYPE MACHINES (THERMO-FAX AND/OR ADDO-FAX), 100 BOX 10/CASE	COLONIAL CARBON	2232	NO BID						107
108	Other	PAPERCLIPS, SMOOTH JUMBO, 100/BOX	CHARLES LEONARD INC	A7072719	OFFICEMATE BID 99914	100/BX	\$ 2.49	77.9%	\$ 0.55		108
109	Other	PLASTER OF PARIS, 4.5/BAG	YIWU	YW0509040	NO BID						109
110	Other	POINTER, BLACKBOARD, MINIMUM 36", WOODEN, EACH	ACME	10486	NO BID						110
111	Other	POST-IT NOTE, 3X3 YELLOW 100 SHEET/PAD, 12/PKG	3M	21200155772	3M BID 654YW	12/PK	\$ 13.99	44.5%	\$ 7.76		111
112	Other	PROTRACTOR, 3", WHITE ENAMELED, EACH	CHARLES LEONARD	77410	NO BID						112
113	Other	PROTRACTOR, WITH SWING ARM BAR, ACME 14069, EACH	ACME	14069	WETCOTT BID 14069Q	EACH	\$ 2.49	67.5%	\$ 0.81		113
114	Other	PROTRACTOR, PLASTIC 6", EACH	CHARLES LEONARD	77106	NO BID						114
115	Other	RULER, 12" PLASTIC ASSORTED COLORS, 6/Pkg	School Smart	1473614	NO BID						115
116	Other	SENTENCE STRIPS, 3X24 SENTENCE STRIP MANILA, EACH	ROSELLE	J535	NO BID						116
117	Other	STAFF LINER FOR RULING MUSIC STAFF ON BLACKBOARD, EACH	ACME	10490	NO BID						117
118	Other	STAPLER, DESK, BLACK, EACH	BOSTITCH	8440	STANLEY BID B4408K	EACH	\$ 18.99	81.7%	\$ 3.48		118
119	Other	STAPLES STANDARD 210/STRIP, 5,000/BOX	School Smart	61059	QUILL BID 791123	BOX	\$ 1.99	80.4%	\$ 0.39	MINIMUM ORDER QUANTITY OF 2 BOXES	119
120	Other	TAPE, 1 CORE 3/4X36YD, 1 ROLL/PKG	HIGHLAND	5910	3M HIGHLAND BID 591034X1296	ROLL	\$ 2.49	71.1%	\$ 0.72		120
121	Other	TAPE, PERMANENT MENDING 3/4X36Y, 1 ROLL/BOX	HIGHLAND	40725	NO BID						121
122	Other	TAPE, MASKING, 1X60YD, 1 ROLL/BOX	3M	40587	NO BID						122
123	Other	TISSUE FACIAL, 125 CT., WHITE, 2 PLY BOX, EACH	KLEENEX	K21606	NO BID						123
124	Paint	TEMPERA READY TO USE, 16 OZ., VIOLET, EACH	Dixon/Prang	21606	NO BID						124
125	Paint	TEMPERA READY TO USE, 16 OZ., BLACK, EACH	Dixon/Prang	21608	NO BID						125
126	Paint	TEMPERA READY TO USE, 16 OZ., BLUE, EACH	Dixon/Prang	21605	PRANG BID 21605	EACH	\$ 5.99	75.1%	\$ 1.49		126
127	Paint	TEMPERA READY TO USE, 16 OZ., BROWN, EACH	Dixon/Prang	21607	NO BID						127

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28	Paint	TEMPERA READY TO USE, 16 OZ., GREEN, EACH	Dixon/Prang	21604	PRANG BID 21604	EACH	\$ 5.99	51.4%	\$ 2.91		128
29	Paint	TEMPERA READY TO USE, 16 OZ., ORANGE, EACH	Dixon/Prang	21602	NO BID						129
30	Paint	TEMPERA READY TO USE, 16 OZ., PEACH, EACH	Dixon/Prang	21634	PRANG BID JV42344	EACH	\$ 3.99	27.3%	\$ 2.90	MODEL# DKX21634	130
31	Paint	TEMPERA READY TO USE, 16 OZ., RED, EACH	Dixon/Prang	21601	NO BID						131
32	Paint	TEMPERA READY TO USE, 16 OZ., WHITE, EACH	Dixon/Prang	21609	PRANG BID 21609	EACH	\$ 5.99	75.1%	\$ 1.49		132
33	Paint	TEMPERA READY TO USE, 16 OZ., YELLOW, EACH	Dixon/Prang	21603	NO BID						133
34	Paint	TEMPERA, FLUORESCENT BLUE, 16 OZ., EACH	Crayola	54-1116-092	NO BID						134
35	Paint	TEMPERA, FLUORESCENT GREEN, 16 OZ., EACH	Crayola	54-1116-095	NO BID						135
36	Paint	TEMPERA, FLUORESCENT ORANGE, 16 OZ., EACH	Crayola	54-1116-094	NO BID						136
37	Paint	TEMPERA, FLUORESCENT PINK, 16 OZ., EACH	Crayola	54-1116-097	NO BID						137
38	Paint	TEMPERA, FLUORESCENT RED, 16 OZ., EACH	Crayola	54-1116-093	NO BID						138
39	Paint	TEMPERA, ARTISTA II, FLUORESCENT YELLOW, 16 OZ. EACH	Crayola	54-1116-096	NO BID						139
40	Paint	TEMPERA, ARTISTA II, GREEN, EACH	Crayola	54-3115	NO BID						140
41	Paint	TEMPERA, READY TO USE, 16 OZ, TURQUOISE, EACH	Dixon/Prang	21619	PRANG BID JV42343	EACH	\$ 3.99	27.3%	\$ 2.90	MODEL # DKX21619	141
42	Paint	WASHABLE, BLACK, GALLON, EACH	Crayola	54-2128	CRAYOLA BID JV37436	GAL	\$ 23.99	35.9%	\$ 15.38	MODEL # BIMS42128051	142
43	Paint	WASHABLE, RED, 16 OZ., EACH	Crayola	54-2016	NO BID						143
44	Paint	WASHABLE, FINGER 16 OZ., YELLOW, EACH	Crayola	55-1316	NO BID						144
45	Paint	WASHABLE, WATERCOLOR SET ASSORTED COLORS, SET	Crayola	53-0525	CRAYOLA BID 530525	SET	\$ 3.99	67.9%	\$ 1.28		145
46	Paint	WATERCOLOR CAKES, OPAQUE, 12/SET	PELIKAN		NO BID						146
47	Paint	WATERCOLOR HALF PAN SET WITH BRUSH, ASSORTED, 8/SET	Crayola	53-0008	NO BID						147
48	Paint	WATERCOLOR HALF PAN SET WITHOUT BRUSH, ASSORTED, 8/SET	Dixon/Prang	81000	NO BID						148
49	Paint	WATERCOLOR OVAL SET WITH BRUSH, ASSORTED, 8/SET	Dixon/Prang	00800	PRANG BID 00800	SET	\$ 4.49	58.1%	\$ 1.88		149
50	Paint	WATERCOLOR OVAL SET WITHOUT BRUSH, ASSORTED, 8/SET	Dixon/Prang	8100	NO BID						150
51	Paint	WATERCOLOR SET OVAL PAN, 8/SET	Crayola	53-0080	NO BID						151
52	Paint	WATERCOLOR WHOLE PAN SET WITHOUT BRUSH, 7/SET	Dixon/Prang	70000	NO BID						152
53	Paint	TEMPERA, 16 OZ. RED, EACH	Crayola	54-1216	NO BID						153

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54	Paint	WATERCOLOR, OVAL WATERCOLOR 8/SET	School Smart	0058000	NO BID					
55	Paper, Art Kraft Roll	36" X 1000', AUTUMN GOLD, ROLL	Pacon	0067091	PACON BID 67091	ROLL	\$ 89.99	44.1%	\$ 50.29	
56	Paper, Art Kraft Roll	36" X 1000', BLACK, ROLL	Pacon	0067301	PACON BID 67301Q	ROLL	\$ 71.99	44.9%	\$ 39.65	
57	Paper, Art Kraft Roll	36" X 1000', BRIGHT BLUE, ROLL	Pacon	0067171	PACON BID 67171	ROLL	\$ 89.99	43.9%	\$ 50.49	
58	Paper, Art Kraft Roll	36" X 1000', BRIGHT GREEN, ROLL	Pacon	0067131	PACON BID 67131	ROLL	\$ 89.99	44.3%	\$ 50.15	
59	Paper, Art Kraft Roll	36" X 1000', BROWN, ROLL	Pacon	0067021	PACON BID 67021	ROLL	\$ 71.99	42.8%	\$ 41.15	
60	Paper, Art Kraft Roll	36" X 1000', CANARY, ROLL	Pacon	0067081	PACON BID 67081	ROLL	\$ 89.99	51.1%	\$ 44.05	
61	Paper, Art Kraft Roll	36" X 1000', DARK BLUE, ROLL	Pacon	0067181	PACON BID 67181	ROLL	\$ 71.99	44.3%	\$ 40.13	
62	Paper, Art Kraft Roll	36" X 1000', EMERALD GREEN, ROLL	Pacon	0067141	PACON BID 67141	ROLL	\$ 71.99	49.0%	\$ 36.70	
63	Paper, Art Kraft Roll	36" X 1000', FLAME RED, ROLL	Pacon	0067031	NO BID					
64	Paper, Art Kraft Roll	36" X 1000', LIGHT BLUE, ROLL	Pacon	0067161	NO BID					
65	Paper, Art Kraft Roll	36" X 1000', LIGHT GREEN, ROLL	Pacon	0067121	PACON BID 67121	ROLL	\$ 89.99	26.3%	\$ 66.32	
66	Paper, Art Kraft Roll	36" X 1000', ORANGE, ROLL	Pacon	0067101	PACON BID 67101Q	ROLL	\$ 89.99	45.5%	\$ 49.01	
67	Paper, Art Kraft Roll	36" X 1000', PINK, ROLL	Pacon	0067261	PACON BID 67261Q	ROLL	\$ 89.99	40.1%	\$ 53.87	
68	Paper, Art Kraft Roll	36" X 1000', PURPLE, ROLL	Pacon	0067331	PACON BID 67331	ROLL	\$ 89.99	48.9%	\$ 45.96	
69	Paper, Art Kraft Roll	36" X 1000', SCARLET, ROLL	Pacon	0067041	PACON BID 67041	ROLL	\$ 89.99	49.7%	\$ 45.24	RED
70	Paper, Art Tissue	12" X 18", APPLE GREEN, PKG	Pacon	0059127	NO BID					
71	Paper, Art Tissue	12" X 18", BABY PINK, PKG	Pacon	0059047	NO BID					
72	Paper, Art Tissue	12" X 18", BLACK, PKG	Pacon	0059174	NO BID					
73	Paper, Art Tissue	12" X 18", CANARY, PKG	Pacon	0059027	NO BID					
74	Paper, Art Tissue	12" X 18", EMERALD GREEN, PKG	Pacon	0059137	NO BID					
75	Paper, Art Tissue	12" X 18", NATIONAL RED, PKG	Pacon	0059187	NO BID					
76	Paper, Art Tissue	12" X 18", ORANGE, PKG	Pacon	0059167	NO BID					
77	Paper, Art Tissue	12" X 18", PURPLE, PKG	Pacon	0059077	NO BID					
78	Paper, Art Tissue	12" X 18", RED, PKG	Pacon	0059037	NO BID					
79	Paper, Art Tissue	12" X 18", SEAL BROWN, PKG	Pacon	0059237	NO BID					
80	Paper, Art Tissue	12" X 18", SKY BLUE, PKG	Pacon	0059397	NO BID					
81	Paper, Art Tissue	12" X 18", SPRING GREEN, PKG	Pacon	0059117	NO BID					
82	Paper, Art Tissue	12" X 18", WHITE, PKG	Pacon	0059007	NO BID					
83	Paper, Art Tissue	20" X 30" KOLORFAST, APPLE GREEN, QUIRE	Pacon	0058110	NO BID					
84	Paper, Art Tissue	20" X 30" KOLORFAST, BLACK, QUIRE	Pacon	0058140	NO BID					
85	Paper, Art Tissue	20" X 30" KOLORFAST, BROWN, QUIRE	Pacon	0058230	NO BID					
86	Paper, Art Tissue	20" X 30" KOLORFAST, CERISE, QUIRE	Pacon	0058300	NO BID					

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Id.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.	
87	Paper, Art Tissue	20" X 30" KOLORFAST, DARK BLUE, QUIRE	Pacon		NO BID						187	
88	Paper, Art Tissue	20" X 30" KOLORFAST, DARK BROWN, QUIRE	Pacon		NO BID						188	
89	Paper, Art Tissue	20" X 30" KOLORFAST, DARK PINK, QUIRE	Pacon		NO BID						189	
90	Paper, Art Tissue	20" X 30" KOLORFAST, GOLD, QUIRE	Pacon		NO BID						190	
91	Paper, Art Tissue	20" X 30" KOLORFAST, GRAY, QUIRE	Pacon		NO BID						191	
92	Paper, Art Tissue	20" X 30" KOLORFAST, HOLLY GREEN, QUIRE	Pacon		NO BID						192	
93	Paper, Art Tissue	20" X 30" KOLORFAST, LAVENDER, QUIRE	Pacon		NO BID						193	
94	Paper, Art Tissue	20" X 30" KOLORFAST, LIGHT PINK, QUIRE	Pacon		NO BID						194	
95	Paper, Art Tissue	20" X 30" KOLORFAST, LIGHT BLUE, QUIRE	Pacon		NO BID						195	
96	Paper, Art Tissue	20" X 30" KOLORFAST, NAVY, QUIRE	Pacon		NO BID						196	
97	Paper, Art Tissue	20" X 30" KOLORFAST, ORANGE, QUIRE	Pacon		NO BID						197	
98	Paper, Art Tissue	20" X 30" KOLORFAST, PEACH, QUIRE	Pacon		NO BID						198	
99	Paper, Art Tissue	20" X 30" KOLORFAST, PURPLE, QUIRE	Pacon		NO BID						199	
00	Paper, Art Tissue	20" X 30" KOLORFAST, SCARLET, QUIRE	Pacon		NO BID						200	
01	Paper, Art Tissue	20" X 30" KOLORFAST, TURQUOISE, QUIRE	Pacon		NO BID						201	
02	Paper, Art Tissue	20" X 30" KOLORFAST, YELLOW, QUIRE	Pacon		NO BID						202	
03	Paper, Art Tissue	20" X 30" SPECTRA, APPLE GREEN, QUIRE	Pacon		SPECTRA BID	24	\$ 3.99	28.8%	\$ 2.84	Model # PACS9122	203	
04	Paper, Art Tissue	20" X 30" SPECTRA, AZURE BLUE, QUIRE	Pacon		JV37792	SHTS/PK					204	
05	Paper, Art Tissue	20" X 30" SPECTRA, BABY PINK, QUIRE	Pacon		NO BID						205	
06	Paper, Art Tissue	20" X 30" SPECTRA, BLACK, QUIRE	Pacon		SPECTRA BID	24	\$ 3.99	28.8%	\$ 2.84	Model # PACS9042	206	
07	Paper, Art Tissue	20" X 30" SPECTRA, CANARY, QUIRE	Pacon		JV37788	SHTS/PK					207	
08	Paper, Art Tissue	20" X 30" SPECTRA, CHINESE RED, QUIRE	Pacon		NO BID						208	
09	Paper, Art Tissue	20" X 30" SPECTRA, DARK PINK, QUIRE	Pacon		SPECTRA BID	24	\$ 3.99	28.8%	\$ 2.84	Model # PACS9052	209	
10	Paper, Art Tissue	20" X 30" SPECTRA, EMERALD, QUIRE	Pacon		JV37789	SHTS/PK					210	
11	Paper, Art Tissue	20" X 30" SPECTRA, FRENCH BLUE, QUIRE	Pacon		NO BID						211	
12	Paper, Art Tissue	20" X 30" SPECTRA, GOLDENROD, QUIRE	Pacon		NO BID						212	
13	Paper, Art Tissue	20" X 30" SPECTRA, LEAF GREEN, QUIRE	Pacon		NO BID						213	
14	Paper, Art Tissue	20" X 30" SPECTRA, MAGENTA, QUIRE	Pacon		NO BID						214	

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Catalog List Price

Unit of Measure

Manufacturer SKU

Manufacturer

Product Description

Vendor SKU

Bid Discount Percentage

Net Effective Bid Price

Comments

No.

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215	Paper, Art Tissue	20" X 30" SPECTRA, MEDIUM BLUE, QUIRE	Pacon	0059340	NO BID						215
216	Paper, Art Tissue	20" X 30" SPECTRA, NATIONAL BLUE, QUIRE	Pacon	0059400	SPECTRA BID JV37798	24 SHTS/PK	\$ 3.99	28.8%	\$ 2.84	Model # PAC59402	216
217	Paper, Art Tissue	20" X 30" SPECTRA, NATIONAL RED, QUIRE	Pacon	0059180	SPECTRA BID JV37796	24 SHTS/PK	\$ 3.99	28.8%	\$ 2.84	Model # PAC59182	217
218	Paper, Art Tissue	20" X 30" SPECTRA, ORANGE, QUIRE	Pacon	0059160	SPECTRA BID JV37795	24 SHTS/PK	\$ 3.99	28.8%	\$ 2.84	Model # PAC59162	218
219	Paper, Art Tissue	20" X 30" SPECTRA, ORCHID, QUIRE	Pacon	0059290	NO BID						219
220	Paper, Art Tissue	20" X 30" SPECTRA, PURPLE, QUIRE	Pacon	0059070	SPECTRA BID JV37790	24 SHTS/PK	\$ 3.99	28.8%	\$ 2.84	Model # PAC59072	220
221	Paper, Art Tissue	20" X 30" SPECTRA, SCARLET, QUIRE	Pacon	0059030	NO BID						221
222	Paper, Art Tissue	20" X 30" SPECTRA, SKY BLUE, QUIRE	Pacon	0059390	SPECTRA BID JV37797	24 SHTS/PK	\$ 3.99	28.8%	\$ 2.84	Model # PAC59392	222
223	Paper, Art Tissue	SPECTRA, ASSORTED COLOR TISSUE PACK 12" X 18", 10 COLORS, 50/PKG	Pacon	0058520	NO BID						223
224	Paper, Art Tissue	SPECTRA, ASSORTED COLOR TISSUE PACK 20" X 30", 12 RAINBOW COLORS, QUIRE	Pacon	0059450	NO BID						224
225	Paper, Art Tissue	SPECTRA, ASSORTED COLOR TISSUE PACK 20" X 30", 20 COLORS, 100/PKG	Pacon	0058516	SPECTRA BID 58516	100 SHTS/PK	\$ 10.99	52.3%	\$ 5.24		225
226	Paper, Art Tissue	SPECTRA, ASSORTED COLOR TISSUE PACK 20" X 30", 20 COLORS, 20/PKG	Pacon	5008506	NO BID						226
227	Paper, Art Tissue	SPECTRA, ASSORTED, PACK 12" X 18", 25 COLORS, 100/PKG	Pacon	0059530	NO BID						227
228	Paper, Binder & Writing	PAPER, BINDER, 8.5X11, 16# WHITE FILLER, 3/8 RULE, 3 HOLE PUNCHED, REAM	ROSELLE	X2402AA	NO BID						228
229	Paper, Binder & Writing	PLAIN NEWS, 9X12, WHITE, REAM	ROSELLE	WPN9122500	NO BID						229
230	Paper, Binder and Writing	CHART PAPER, 24X32 1" RULE, PUNCHED, 100/PKG	ROSELLE	1285050	NO BID						230
231	Paper, Binder and Writing	COMPOSITION BOOK, BLACK MARBLE COVER, SEMI STIFF COVER, 100 SHEETS, 9 3/4" x 7 1/2", EACH	ROARING SPRING	9026026	NO BID						231
232	Paper, Binder and Writing	INDEX CARDS, 3X5, NARROW RULE WHITE 90# 100/PACK	School Smart	IND35RL	OXFORD BID 31	100/PK	\$ 1.49	83.2%	\$ 0.25		232
233	Paper, Binder and Writing	PAPER BOND, HEAVYWEIGHT 9" X 12", PAD, EACH	Pacon	X476288	NO BID						233
234	Paper, Binder and Writing	PAPER, RULED 16 LB., WIDE RULED 1/2", 8X10, REAM	Pacon	L2441-5987	NO BID						234
235	Paper, Binder and Writing	PAPER, WHITE WRITING, 16#, 8 1/2" X 8", 3/8, RULED 8 1/2" WAY, GR4-DOT, REAM	AMERICAN PAPER	GR4-DOT	NO BID						235
236	Paper, Binder and Writing	PAPER PLAIN NEWS, 12X18, WHITE, REAM WRAPPED, REAM	ROSELLE	3409	NO BID						236
237	Paper, Binder and Writing	PAPER PLAIN NEWS, 18X24, WHITE, REAM	ROSELLE	318	NO BID						237
238	Paper, Binder and Writing	PAPER PLAIN NEWS, 18X24, WHITE, REAM	ROSELLE								238

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39	Paper, Binder and Writing	PAPER PLAIN NEWS, 8 1/2X11, WHITE, REAM	Pacon	3401	NO BID						239	
40	Paper, Binder and Writing	PAPER RULED NEWS, 18X12 3/4X3/8 RULED LONG WAY, PKG	AMERICAN PAPER	ARN1803	NO BID						240	
41	Paper, Binder and Writing	PAPER RULED NEWS, 18X12 PICTURE STORY 1X1/2 RULE, PKG	AMERICAN PAPER	ARN1829	NO BID						241	
42	Paper, Binder and Writing	PAPER RULED NEWS, 1ST GRADE RULE LONG 3/4X3/8, 80/PKG	AMERICAN PAPER	80	NO BID						242	
43	Paper, Binder and Writing	PAPER RULED NEWS, 2ND GRADE 3/4X3/8 LONG RULE, PKG	AMERICAN PAPER	ARN1811	NO BID						243	
44	Paper, Binder and Writing	PAPER, 2ND GRADE RULED NEWS PRINT 5/8X5/16, PKG	Pacon	2692	NO BID						244	
45	Paper, Binder and Writing	PAPER RULED, 1/2X1/4 NEWSPRINT LONG WAY, PKG	Pacon	2694	NO BID						245	
46	Paper, Binder and Writing	PAPER 12X9 RULED LONG WAY 1X1/2 NEWSPRINT, PKG		79	NO BID						246	
47	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, ASSORTED, PKG			RIVERSIDE BID 03638	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		247	
48	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, AVOCADO, PKG			NO BID						248	
49	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, BLACK, PKG			RIVERSIDE BID 03631	50 SHTS/PK	\$ 3.49	54.4%	\$ 1.59		249	
50	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, BLUE GREEN, PKG			NO BID						250	
51	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, BLUE, PKG			RIVERSIDE BID 03624	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		251	
52	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, BROWN, PKG			RIVERSIDE BID 03629	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		252	
53	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, BUTTERSCOTCH, PKG			NO BID						253	
54	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, COPPER, PKG			NO BID						254	
55	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, DARK BLUE, PKG			RIVERSIDE BID 03625	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		255	

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256	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, DARK BROWN, PKG			TRURAY BID 03056	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		256
257	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, DARK GREEN, PKG			NO BID						257
258	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, GRAY, PKG			RIVERSIDE BID 03632	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		258
259	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, GREEN, PKG			RIVERSIDE BID 03620	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		259
260	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, HOLIDAY GREEN, PKG			RIVERSIDE BID 03578	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		260
261	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, HOLIDAY RED, PKG			RIVERSIDE BID 03443	50 SHTS/PK	\$ 3.49	54.4%	\$ 1.59		261
262	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, LIGHT BLUE, PKG			RIVERSIDE BID 03623Q	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		262
263	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, LIGHT BROWN, PKG			RIVERSIDE BID 03636	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		263
264	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, LIGHT GREEN, PKG			TRURAY BID JV62526	50 SHTS/PK	\$ 5.49	36.6%	\$ 3.48		264
265	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, LIGHT YELLOW, PKG			ROSSELLE BRIGHT BID 956676RPC	50 SHTS/PK	\$ 8.49	70.8%	\$ 2.48		265
266	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, LILAC, PKG			NO BID						266
267	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, MAGENTA, PKG			RIVERSIDE BID 03628	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		267
268	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, ORANGE, PKG			RIVERSIDE BID 03618	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		268

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269	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, PINK, PKG			RIVERSIDE BID 03615	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		269		
270	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, RASPBERRY, PKG			NO BID						270		
271	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, RED, PKG			RIVERSIDE BID 03614	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		271		
272	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, SALMON, PKG			NO BID						272		
273	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, SCARLET, PKG			NO BID						273		
274	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, SLATE GRAY, PKG			NO BID						274		
275	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, VIOLET, PKG			RIVERSIDE BID 03627	50 SHTS/PK	\$ 4.49	64.6%	\$ 1.59		275		
276	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, WHITE, PKG			RIVERSIDE BID 03613Q	50 SHTS/PK	\$ 3.49	54.4%	\$ 1.59		276		
277	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, YELLOW GREEN, PKG			NO BID						277		
278	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, YELLOW ORANGE, PKG			ROSELLE BRIGHT BID 956253RPC	50 SHTS/PK	\$ 5.49	74.3%	\$ 1.41		278		
279	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 12X18, YELLOW, PKG			RIVERSIDE BID 03616	50 SHTS/PK	\$ 3.49	54.4%	\$ 1.59		279		
280	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, ASSORTED, PKG			RIVERSIDE BID 03478	50 SHTS/PK	\$ 7.49	41.9%	\$ 4.35		280		
281	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, BLACK, PKG			RIVERSIDE BID 03472	50 SHTS/PK	\$ 7.49	41.9%	\$ 4.35		281		
282	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, BLUE, PKG			NO BID						282		

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283	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, BROWN, PKG			NO BID						283
284	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, GREEN, PKG			NO BID						284
285	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, HOLIDAY GREEN, PKG			ROSELLE VIBRANT BID 956195RPC	50 SHTS/PK	\$ 9.49	72.4%	\$ 2.62		285
286	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, HOLIDAY RED, PKG			ROSELLE VIBRANT BID 956269RPC	50 SHT/PK	\$ 9.49	64.0%	\$ 3.42		286
287	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, LIGHT BLUE, PKG			NO BID						287
288	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, ORANGE, PKG			NO BID						288
289	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, PINK, PKG			NO BID						289
290	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, RED, PKG			NO BID						290
291	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, WHITE, PKG			RIVERSIDE BID 03454	50 SHTS/PK	\$ 7.49	41.9%	\$ 4.35		291
292	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 18X24, YELLOW, PKG			NO BID						292
293	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 24X36, ASSORTED, PKG			ROSELLE BRIGHT BID 956686RPC	50 SHTS/PK	\$ 22.99	56.4%	\$ 10.02		293
294	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, ASSORTED, PKG			RIVERSIDE BID 03637	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		294
295	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, BLACK, PKG			RIVERSIDE BID 03607	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		295
296	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, BLUE GREEN, PKG			RIVERSIDE BID 03602	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80		296

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297	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, BLUE, PKG			TRURAY BID 03022	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03	
298	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, BROWN, PKG			RIVERSIDE BID 03605Q	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80	
299	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, BUTTERSOTCH, PKG			RIVERSIDE BID 03640	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80	
300	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, COPPER, PKG			NO BID					
301	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, DARK BLUE, PKG			RIVERSIDE BID 03601	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80	
302	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, DARK BROWN, PKG			TRURAY BID 03024	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03	
303	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, DARK GREEN, PKG			RIVERSIDE BID 03598	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80	
304	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, GRAY, PKG			RIVERSIDE BID 03608	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80	
305	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, GREEN, PKG			RIVERSIDE BID 03596	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80	
306	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, HOLIDAY GREEN, PKG			RIVERSIDE BID 03577	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80	
307	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, HOLIDAY RED, PKG			RIVERSIDE BID 03442	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80	
308	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, LIGHT BLUE, PKG			RIVERSIDE BID 03599	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80	
309	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, LIGHT BROWN, PKG			RIVERSIDE BID 03612Q	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80	

Bidding Company Name:		Enter company name here					Catalog Name:			2014 School Reference Guide/Quill.com	
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
310	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, LIGHT GREEN, PKG			RIVERSIDE BID 03595	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		310
311	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, LIGHT YELLOW, PKG			ROSELLE BRIGHT BID 956662RPC	50 SHTS/PK	\$ 3.99	67.7%	\$ 1.29		311
312	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, LILAC, PKG			TRURAY BID 03018	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		312
313	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, MAGENTA, PKG			RIVERSIDE BID 03604	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80		313
314	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, ORANGE, PKG			RIVERSIDE BID 03594	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80		314
315	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, PINK, PKG			RIVERSIDE BID 03591	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80		315
316	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, RASPBERRY, PKG			RIVERSIDE BID 03580	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80		316
317	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, RED, PKG			RIVERSIDE BID 03590	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		317
318	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, SALMON, PKG			RIVERSIDE BID 03970	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80		318
319	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, SCARLET, PKG			NO BID						319
320	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, SLATE GRAY, PKG			RIVERSIDE BID 03609	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		320
321	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, VIOLET, PKG			RIVERSIDE BID 03603Q	50 SHTS/PK	\$ 1.99	59.8%	\$ 0.80		321
322	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, WHITE, PKG			RIVERSIDE BID 03589	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		322
323	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, YELLOW, PKG			RIVERSIDE BID 03592	50 SHTS/PK	\$ 1.79	55.3%	\$ 0.80		323

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No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
124	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, YELLOW GREEN, PKG			NO BID						324
125	Paper, Construction	ECONOMY QUALITY, GROUND WOOD PULP CONTENT PERMISSIBLE, 9X12, YELLOW ORANGE, PKG			ROSELLE VIBRANT BID 956208RPC	50 SHTS/PK	\$ 2.99	75.9%	\$ 0.72		325
126	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, ASSORTED, PKG			TRURAY BID 03063	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		326
127	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, BLACK, PKG			TRURAY BID 03061	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		327
128	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, BLUE, PKG			TRURAY BID 03054	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		328
129	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, BRILLIANT LIME, PKG			TRURAY BID 03425	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		329
130	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, BURGUNDY, PKG			TRURAY BID JV38158	50 SHTS/PK	\$ 6.99	41.3%	\$ 4.10		330
131	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, CHARTREUSE, PKG			NO BID						331
132	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, DARK BROWN, PKG			TRURAY BID 03056	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		332
133	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, DARK GREEN, PKG			TRURAY BID JV62531	50 SHTS/PK	\$ 6.49	39.6%	\$ 3.92		333
134	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, FESTIVE GREEN, PKG			TRURAY BID 03038	50 SHTS/PK	\$ 6.99	70.7%	\$ 2.05		334
135	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, FESTIVE RED, PKG			TRURAY BID 03432	50 SHTS/PK	\$ 6.99	70.7%	\$ 2.05		335
136	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, GOLD, PKG			ROSELLE BRIGHT BID 956682RPC	50 SHTS/PK	\$ 8.49	67.4%	\$ 2.77		336
137	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, GRAY, PKG			ROSELLE BRIGHT BID 956680RPC	50 SHTS/PK	\$ 8.49	70.8%	\$ 2.48		337
138	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, HOLIDAY GREEN, PKG			TRURAY BID 02961	50 SHTS/PK	\$ 6.99	70.7%	\$ 2.05		338
139	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, HOLIDAY RED, PKG			TRURAY BID 02994	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		339

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No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.		
340	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, LIGHT GREEN, PKG			TRURAY BID JV62526	50 SHTS/PK	\$ 5.49	36.6%	\$ 3.48		340		
341	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, LIGHT RED, PKG			NO BID						341		
342	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, LIGHT YELLOW, PKG			ROSELLE BRIGHT BID 956676RPC	50 SHTS/PK	\$ 8.49	70.8%	\$ 2.48		342		
343	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, LILAC, PKG			TRURAY BID 03050	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		343		
344	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, MAGENTA, PKG			TRURAY BID JV62519	50 SHTS/PK	\$ 6.49	39.6%	\$ 3.92		344		
345	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, MAGENTA, PKG			TRURAY BID JV62519	50 SHTS/PK	\$ 6.49	39.6%	\$ 3.92		345		
346	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, ORANGE, PKG			TRURAY BID 03034	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		346		
347	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, PINK, PKG			TRURAY BID 03044	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		347		
348	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, PURPLE, PKG			TRURAY BID 03051	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		348		
349	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, RED, PKG			TRURAY BID 03062	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		349		
350	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, ROYAL BLUE, PKG			TRURAY BID 03049	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		350		
351	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, SALMON, PKG			NO BID						351		
352	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, SCARLET, PKG			ROSELLE BRIGHT BID 956835RPC	50 SHT/PK	\$ 8.49	69.8%	\$ 2.56		352		
353	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, SHOCKING PINK, PKG			TRURAY BID 03045	50 SHTS/PK	\$ 6.99	70.7%	\$ 2.05		353		
354	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, SKY BLUE, PKG			TRURAY BID 03048	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		354		
355	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, SLATE GRAY, PKG			NO BID						355		
356	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, TAN, PKG			NO BID						356		

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o.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
57	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, TURQUOISE, PKG			TRURAY BID JV62523	50 SHTS/PK	\$ 6.49	39.6%	\$ 3.92		357
58	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, VIOLET, PKG			TRURAY BID 03041	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		358
59	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, WARM BROWN, PKG			TRURAY BID 03057	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		359
50	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, WHITE, PKG			TRURAY BID 03058	50 SHTS/PK	\$ 6.49	68.4%	\$ 2.05		360
51	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, YELLOW, PKG			TRURAY BID 03036	50 SHTS/PK	\$ 7.99	74.3%	\$ 2.05		361
52	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 12X18, PUMPKIN, PKG			NO BID						362
53	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, ASSORTED, PKG			NO BID						363
34	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, BLACK, PKG			NO BID						364
55	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, BLUE, PKG			NO BID						365
56	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, DARK BROWN, PKG			NO BID						366
57	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, FESTIVE GREEN, PKG			NO BID						367
58	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, FESTIVE RED, PKG			NO BID						368
59	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, ORANGE, PKG			NO BID						369
70	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, RED, PKG			NO BID						370
71	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, SHOCKING PINK, PKG			NO BID						371
72	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, SKY BLUE, PKG			NO BID						372
73	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, WARM BROWN, PKG			NO BID						373

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lo.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
74	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, WHITE, PKG			ROSELLE BRIGHT BID 956684RPC	50 SHTS/PK	\$ 8.49	58.3%	\$ 3.54		374
75	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 18X24, YELLOW, PKG			NO BID						375
76	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 24X36, BLACK, PKG			ROSELLE VIBRANT BID 956196RPC	50 SHTS/PK	\$ 17.99	68.1%	\$ 5.74		376
77	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, ASSORTED, PKG			TRURAY BID 03031	50 SHT/PK	\$ 2.99	65.6%	\$ 1.03		377
78	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, BLACK, PKG			TRURAY BID 03029	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		378
79	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, BLUE, PKG			TRU RAY BID 03022	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		379
80	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, BRILLIANT LIME, PKG			TRU RAY BID 03423	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		380
81	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, BURGUNDY, PKG			NO BID						381
82	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, CHARTREUSE, PKG			NO BID						382
83	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, DARK BROWN, PKG			TRU RAY BID 03024	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		383
84	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, DARK GREEN, PKG			RIVERSIDE BID 03598	50 SHTS/PK	\$ 2.49	67.9%	\$ 0.80		384
85	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, FESTIVE GREEN, PKG			TRU RAY BID 03006	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		385
86	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, FESTIVE RED, PKG			TRU RAY BID 03431	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		386
87	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, GOLD, PKG			TRU RAY BID JV45148	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		387
88	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, GRAY, PKG			TRU RAY BID JV62517	50 SHTS/PK	\$ 2.99	41.1%	\$ 1.76	Minimum order quantity of 10 packs	388
89	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, HOLIDAY GREEN, PKG			TRU RAY BID 02960	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		389
90	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, HOLIDAY GREEN, PKG			TRU RAY BID 02960	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		390

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Id.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
91	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, HOLIDAY RED, PKG			NO BID						391
92	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, LIGHT GREEN, PKG			NO BID						392
93	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, LIGHT RED, PKG			NO BID						393
94	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, LIGHT YELLOW, PKG			NO BID						394
95	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, LILAC, PKG			TRU RAY BID 03018	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		395
96	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, MAGENTA, PKG			TRU RAY BID JV62505	50 SHTS/PK	\$ 2.99	32.4%	\$ 2.02		396
97	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, ORANGE, PKG			TRU RAY BID 03002	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		397
98	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, PINK, PKG			TRU RAY BID 03012	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		398
99	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, PUMPKIN, PKG			TRU RAY BID JV62536	50 SHTS/PK	\$ 4.49	51.2%	\$ 2.19		399
00	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, PURPLE, PKG			TRU RAY BID 03019	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		400
01	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, RED, PKG			TRU RAY BID 03030	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		401
02	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, ROYAL BLUE, PKG			TRU RAY BID 03017	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		402
03	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, SALMON, PKG			NO BID						403
04	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, SCARLET, PKG			NO BID						404
05	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, SHOCKING PINK, PKG			TRU RAY BID 03013	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		405
06	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, SKY BLUE, PKG			TRU RAY BID 03016	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		406
07	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, SLATE GRAY, PKG			NO BID						407
08	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, TAN, PKG			NO BID						408

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Item No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
09	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, TURQUOISE, PKG			TRU RAY BID 03007	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		409
10	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, VIOLET, PKG			TRU RAY BID 03009	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		410
11	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, WARM BROWN, PKG			TRU RAY BID 03025	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		411
12	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, WHITE, PKG			TRU RAY BID 03026	50 SHTS/PK	\$ 2.49	58.6%	\$ 1.03		412
13	Paper, Construction	HIGH QUALITY, 100% SULPHITE, 76#, FADE RESISTANT, 9X12, YELLOW, PKG			TRU RAY BID 03004	50 SHTS/PK	\$ 2.99	65.6%	\$ 1.03		413
14	Paper, Fadeless Art Rolls	24" X 60', BLACK, ROLL	Pacon	0057307	NO BID						414
15	Paper, Fadeless Art Rolls	24" X 60', BRITE BLUE, ROLL	Pacon	0057177	NO BID						415
16	Paper, Fadeless Art Rolls	24" X 60', CANARY, ROLL	Pacon	0057087	NO BID						416
17	Paper, Fadeless Art Rolls	24" X 60', EMERALD, ROLL	Pacon	0057147	NO BID						417
18	Paper, Fadeless Art Rolls	24" X 60', FLAME RED, ROLL	Pacon	0057035	NO BID						418
19	Paper, Fadeless Art Rolls	24" X 60', ORANGE, ROLL	Pacon	0057107	NO BID						419
20	Paper, Fadeless Art Rolls	24" X 60', VIOLET, ROLL	Pacon	0057337	NO BID						420
21	Paper, Fadeless Art Rolls	24" X 60', WHITE, ROLL	Pacon	0057017	NO BID						421
22	Paper, Fadeless Art Rolls	48" X 50', BLACK, ROLL	Pacon	0057305	PACON BID	ROLL	\$ 17.99	47.1%	\$ 9.51		422
23	Paper, Fadeless Art Rolls	48" X 50', BRITE BLUE, ROLL	Pacon	0057175	PACON BID	ROLL					423
24	Paper, Fadeless Art Rolls	48" X 50', BROWN, ROLL	Pacon	0057025	NO BID						424
25	Paper, Fadeless Art Rolls	48" X 50', CANARY, ROLL	Pacon	0057085	PACON BID	ROLL	\$ 17.99	52.6%	\$ 8.53		425
26	Paper, Fadeless Art Rolls	48" X 50', EMERALD GREEN, ROLL	Pacon	0057145	PACON BID	ROLL	\$ 17.99	52.6%	\$ 8.53		426
27	Paper, Fadeless Art Rolls	48" X 50', ORANGE, ROLL	Pacon	0057105	PACON BID	ROLL	\$ 17.99	20.2%	\$ 14.36		427
28	Paper, Fadeless Art Rolls	48" X 50', PINK, ROLL	Pacon	0057265	JV48041						428
29	Paper, Fadeless Art Rolls	48" X 50', VIOLET, ROLL	Pacon	007335	NO BID						429
30	Paper, Fadeless Art Rolls	48" X 50', WHITE, ROLL	Pacon	0057015	PACON BID	ROLL	\$ 17.99	52.6%	\$ 8.53		430
31	Paper, Kraft and Butcher	BUTCHER, 50 LB. STOCK, 36" X 1000' WHITE, ROLL	AMERICAN PAPER	5036WK	NO BID						431
32	Paper, Kraft and Butcher	BUTCHER, 50 LB. WHITE 36"X1000', 1" RULE, ROLL	Pacon	X5936RK	NO BID						432
33	Paper, Kraft and Butcher	KRAFT, 48" X 200', AUTUMN GOLD, ROLL	Pacon	0067094	PACON BID	ROLL	\$ 44.99	31.3%	\$ 30.90	Model # PAC67094	433
34	Paper, Kraft and Butcher	KRAFT, 48" X 200', BLACK, ROLL	Pacon	0067304	PACON BID	ROLL	\$ 29.99	50.0%	\$ 14.99		434
35	Paper, Kraft and Butcher	KRAFT, 48" X 200', BRIGHT BLUE, ROLL	Pacon	0067174	PACON BID	ROLL	\$ 29.99	44.1%	\$ 16.76		435
36	Paper, Kraft and Butcher	KRAFT, 48" X 200', BRIGHT GREEN, ROLL	Pacon	0067134	PACON BID	ROLL	\$ 45.99	37.1%	\$ 28.95	Model # PAC67134	436
37	Paper, Kraft and Butcher	KRAFT, 48" X 200', BROWN, ROLL	Pacon	0067024	PACON BID	ROLL	\$ 29.99	52.9%	\$ 14.14		437

Bidding Company Name:		Enter company name here				Catalog Name:			2014 School Reference Guide/Quill.com	
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
38	Paper, Kraft and Butcher	KRAFT, 48" X 200', CANARY, ROLL	Pacon	0067084	PACON BID 67084	ROLL	\$ 29.99	47.7%	\$ 15.67	
39	Paper, Kraft and Butcher	KRAFT, 48" X 200', DARK BLUE, ROLL	Pacon	0067184	PACON BID 67184	ROLL	\$ 28.99	51.5%	\$ 14.06	
40	Paper, Kraft and Butcher	KRAFT, 48" X 200', EMERALD GREEN, ROLL	Pacon	0067144	PACON BID 67144	ROLL	\$ 29.99	54.4%	\$ 13.67	
41	Paper, Kraft and Butcher	KRAFT, 48" X 200', FLAME RED, ROLL	Pacon	0067034	PACON BID 67034	ROLL	\$ 29.99	42.5%	\$ 17.23	
42	Paper, Kraft and Butcher	KRAFT, 48" X 200', LIGHT BLUE, ROLL	Pacon	0067164	PACON BID 67164	ROLL	\$ 46.99	38.1%	\$ 29.08	Model # PAC67164 Aqua Blue
43	Paper, Kraft and Butcher	KRAFT, 48" X 200', LIGHT GREEN, ROLL	Pacon	0067124	PACON BID 67124	ROLL	\$ 36.99	25.7%	\$ 27.50	Model # PAC67124
44	Paper, Kraft and Butcher	KRAFT, 48" X 200', ORANGE, ROLL	Pacon	0067104	PACON BID 67104	ROLL	\$ 29.99	40.2%	\$ 17.92	
45	Paper, Kraft and Butcher	KRAFT, 48" X 200', PINK, ROLL	Pacon	0067264	NO BID					
46	Paper, Kraft and Butcher	KRAFT, 48" X 200', PURPLE, ROLL	Pacon	0067334	NO BID					
47	Paper, Kraft and Butcher	KRAFT, 48" X 200', WHITE, ROLL	Pacon	0067004	PACON BID 67004	ROLL	\$ 29.99	56.9%	\$ 12.92	
48	Paper, Kraft and Butcher	KRAFT, 36X100 BROWN, ROLL	Pacon	66021	NO BID					
49	Paper, Kraft and Butcher	KRAFT, 36X100 CANARY, ROLL	Pacon	66081	NO BID					
50	Paper, Kraft and Butcher	KRAFT, 36X100 EMERALD, ROLL	Pacon	66141	NO BID					
51	Paper, Kraft and Butcher	KRAFT, 36X100 FLAME RED, ROLL	Pacon	66061	NO BID					
52	Paper, Kraft and Butcher	KRAFT, 36X100 LIGHT BLUE, ROLL	Pacon	66151	NO BID					
53	Paper, Kraft and Butcher	KRAFT, 36X100 LIGHT GREEN, ROLL	Pacon	66121	NO BID					
54	Paper, Kraft and Butcher	KRAFT, 36X100 ORANGE, ROLL	Pacon	66101	NO BID					
55	Paper, Kraft and Butcher	KRAFT, 36X100 WHITE, ROLL	Pacon	66001	NO BID					
56	Papers, Padded	PAPER BOND, HEAVYWEIGHT 11" X 14", PAD	Pacon	X4764AA	NO BID					
57	Papers, Padded	PAPER BOND, HEAVYWEIGHT 27" X 34", IN PAD, PAD	TOPS	7501	NO BID					
58	Pencils & Pens	BALLPOINT, ROUND STIC, BLACK MEDIUM, 12 PER PACK	BIC	GSM11-8K	BIC BID	DOZEN	\$ 1.99	62.8%	\$ 0.74	
59	Pencils & Pens	BALLPOINT, ROUND STIC, RED MEDIUM, 12 PER PACK	BIC	GSM11-RD	GSM11BK BIC BID	DOZEN	\$ 1.99	62.8%	\$ 0.74	
60	Pencils & Pens	WIDE TIP WATERCOLOR, SET/8	SANFORD	64290	GSM11RD NO BID					
61	Pencils & Pens	PENCIL #2 SOFT TICONDEROGA, 12/PKG	TICONDEROGA	13882	TICONDEROGA BID 13882	DOZEN	\$ 2.79	60.6%	\$ 1.10	
62	Pencils & Pens	PENCIL, COLORED METALLIC FX, 8/SET	Crayola	68-3708	NO BID					
63	Pencils & Pens	PENCIL, COLORED PENCIL, 24/SET	Crayola	68-1024E	NO BID					
64	Pencils & Pens	PENCIL, COLORED, 12 ASSORTED COLOR SET PRE-SHARPENED, IN EASEL PKG THICK LEAD, 24/CASE	BINNEY & SMITH	68-4012E	NO BID					
65	Pencils & Pens	PENCIL, COLORED, 12 ASSORTED COLOR SET WATER SOLUBLE, 36/CASE	Crayola	68-4302	NO BID					
66	Pencils & Pens	PENCIL, COLORED, 12 FULL LENGTH IN TUCK BOX, 12/SET	Dixon/Prang	2312D	NO BID					
67	Pencils & Pens	PENCIL, DRAFTING, .5MM, 12/PKG	PENTEL	PD345-A	NO BID					

Bidding Company Name:

Enter company name here

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No.	Product Category	Product Description	Manufacturer	Enter company name here		Catalog Name:			Net Effective Bid Price	Comments
				Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage		
68	Pencils & Pens	PENCIL, DRAWING, EAGLE TURQUOISE, 1 DOZ.	SANFORD	233625	NO BID					468
69	Pencils & Pens	PENCIL, FIRST QUALITY, #3, HARD LEAD, YELLOW, 12/BOX 120 BOXES/CASE	Dixon	12873	NO BID					469
70	Pencils & Pens	PENCIL, FIRST QUALITY, SCHOOL QUALITY, #2 1/2, MEDIUM LEAD, YELLOW, NOT TO BE USED WITH SCANTRON TEST ANSWER SHEETS, 12/BOX 120 BOXES/CASE	Dixon	12875	NO BID					470
71	Pencils & Pens	PENCIL, FIRST QUALITY, SCHOOL QUALITY, #2, SOFT LEAD, YELLOW TO BE USED WITH SCANTRON TEST ANSWER SHEETS, 12/PKG	Dixon	12872	DIXON BID 12872Q	DOZEN	\$ 2.99	70.9%	\$ 0.87	471
72	Pencils & Pens	PENCIL, GRADES 1-4, 11/32" DIAMETER, SOFT MEDIUM THICK LEAD, WITHOUT ERASER, 12/PKG	Dixon	13040	DIXON BID 13040	DOZEN	\$ 13.49	12.2%	\$ 11.84	472
73	Pencils & Pens	PENCIL, GRADES 1-4, 11/32" DIAMETER, THICK CORE BLACK LEAD, WITH ERASER, 12/PKG	Dixon	13304	DIXON BID 13304	DOZEN	\$ 6.99	73.1%	\$ 1.88	473
74	Pencils & Pens	PENCIL, KINDERGARTEN, 13/32" DIAMETER, SOFT THICK LEAD, WITHOUT ERASER, 12/PKG	Dixon	13080	DIXON BID 601590UNI	DOZEN	\$ 8.99	44.8%	\$ 4.96	474
75	Pencils & Pens	PENCIL, DRAWING, SAX 2H DRAWING PENCIL, 66-2H, DOZEN,	SAX	66-2H	NO BID					475
76	Pencils & Pens	PENCIL, DRAWING, 12/PKG	SAX	6648	NO BID					476
77	Pencils & Pens	PENCIL, DRAWING PENCIL, 12/PKG	SAX	66-4H	NO BID					477
78	Pencils & Pens	PENCIL, DRAWING, 12/PKG	SAX	66-2B	NO BID					478
79	Pipe Cleaners	PIPE CLEANERS, CHENILLE STEMS, JUMBO, ASSORTED, PKG/100		7110-01	CHENILLE KRAFT BID JV60696	100/PK	\$ 2.99	45.8%	\$ 1.62	479
80	Pipe Cleaners	PIPE CLEANERS, CHENILLE STEMS, JUMBO, BLACK, PKG/100		7112-03	NO BID					480
81	Pipe Cleaners	PIPE CLEANERS, CHENILLE STEMS, JUMBO, BLUE, PKG/100		7112-10	CHENILLE KRAFT BID JV34784	100/PK	\$ 2.49	49.8%	\$ 1.25	481
82	Pipe Cleaners	PIPE CLEANERS, CHENILLE STEMS, JUMBO, HOLIDAY GREEN, PKG/100		7112-08	NO BID					482
83	Pipe Cleaners	PIPE CLEANERS, CHENILLE STEMS, JUMBO, RED, PKG/100		7112-06	NO BID					483
84	Pipe Cleaners	CHENILLE STEMS, JUMBO, YELLOW, 100/PKG		7112-05	NO BID					484
85	Poster Boards	RAILROAD, 4-PLY BLACK, 22" X 28" 25 SHEETS/CARTON	Pacon	5481-1	NO BID					485
86	Poster Boards	RAILROAD, 4-PLY BROWN, 22" X 28" 25 SHEETS/CARTON	Pacon	5469-1	PACON BID JV45051	25 shts/pk	\$ 14.99	30.1%	\$ 10.48	486
87	Poster Boards	RAILROAD, 4-PLY CANARY, 22" X 28" 25 SHEETS/CARTON	Pacon	5452-1	NO BID					487

Bidding Company Name:			Enter company name here				2014 School Reference Guide/Quill.com				
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
88	Poster Boards	RAILROAD, 4-PLY CARDINAL, 22" X 28" 25 SHEETS/CARTON	Pacon	5463-1	NO BID						488
89	Poster Boards	RAILROAD, 4-PLY CORAL, 22" X 28" 25 SHEETS/CARTON	Pacon	5455-1	NO BID						489
90	Poster Boards	RAILROAD, 4-PLY DARK BLUE, 22" X 28" 25 SHEETS/CARTON	Pacon	5465-1	NO BID						490
91	Poster Boards	RAILROAD, 4-PLY EMERALD GREEN, 22" X 28" 25 SHEETS/CARTON	Pacon	5451-1	PACON BID	25	\$ 14.99	54.1%	\$ 6.88	HOLIDAY GREEN, Model # 5451-1	491
92	Poster Boards	RAILROAD, 4-PLY KELLY GREEN, 22" X 28" 25 SHEETS/CARTON	Pacon	5466-1	NO BID	shts/pk					492
93	Poster Boards	RAILROAD, 4-PLY LEMON, 22" X 28" 25 SHEETS/CARTON	Pacon	5472-1	NO BID						493
94	Poster Boards	RAILROAD, 4-PLY LIGHT BLUE, 22" X 28" 25 SHEETS/CARTON	Pacon	5484-1	NO BID						494
95	Poster Boards	RAILROAD, 4-PLY ORANGE, 22" X 28" 25 SHEETS/CARTON	Pacon	5478-1	NO BID						495
96	Poster Boards	RAILROAD, 4-PLY RED, 22" X 28" 25 SHEETS/CARTON	Pacon	5475-1	NO BID						496
97	Poster Boards	RAILROAD, 4-PLY ROYAL BLUE, 22" X 28" 25 SHEETS/CARTON	Pacon	5450-1	NO BID						497
98	Poster Boards	RAILROAD, 4-PLY MAGENTA, 22" X 28" 25 SHEETS/CARTON	Pacon	5471-1	NO BID						498
99	Poster Boards	TAG, 12X18 MANILA TAG MEDIUM WEIGHT, 125#, 100/PKG	BOSTON PAPER	5184	PACON BID 5184	100/PK	\$ 11.99	68.6%	\$ 3.77		499
00	Poster Boards	TAG, 12X18 MANILA TAG PLAIN, 100/PKG	BOSTON PAPER	5114	PACON BID	100/PK	\$ 16.99	41.5%	\$ 9.94	MINIMUM ORDER QUANTITY OF 2 PACKS, Model # PAC5114	500
01	Poster Boards	TAG, 18X24 MANILA TAG BOARD 125#, PLAIN, 100/PKG	BOSTON PAPER	5190	PACON BID 5190	100/PK	\$ 20.99	61.6%	\$ 8.05		501
02	Poster Boards	TAG, 9X12 MANILA TAG PLAIN, 125#, 100/PKG	BOSTON PAPER	5181	PACON BID	100/PK	\$ 6.49	69.3%	\$ 1.99		502
03	Poster Boards	TAG, NEON ASSORTED COLOR, 22" X 28", 100/PKG	RIVERSIDE	4220	NO BID						503
04	Poster Boards	TAG, 22" X 28", BLACK, 100/PKG	RIVERSIDE	4200	NO BID						504
05	Poster Boards	TAG, 22" X 28", DARK BLUE, 100/PKG	RIVERSIDE	4206	NO BID						505
06	Poster Boards	TAG, 22" X 28", DARK GREEN, 100/PKG	RIVERSIDE	4205	NO BID						506
07	Poster Boards	TAG, 22" X 28", LIGHT BLUE, 100/PKG	RIVERSIDE	4208	NO BID						507
08	Poster Boards	TAG, 22" X 28", ORANGE, 100/PKG	RIVERSIDE	4203	NO BID						508
09	Poster Boards	TAG, 22" X 28", PINK, 100/PKG	RIVERSIDE	4202	NO BID						509
10	Poster Boards	TAG, 22" X 28", RED, 100/PKG	RIVERSIDE	4201	NO BID						510
11	Poster Boards	TAG, 22" X 28", WHITE, 100/PKG	RIVERSIDE	4207	NO BID						511
12	Poster Boards	24X36 MANILA TAG BOARD 125#, 100/PKG	BOSTON PAPER	5196	NO BID						512



Association of Educational Publishers

Form G.2B -- Non-Core Item Price Schedule AEPA IFB # 015-B Instructional & School Supplies

INSTRUCTIONS: Download the Net Effective Bid Price and respective information for all line items except the core items (listed on G.2A) in the entire catalog. Use a separate spreadsheet for each catalog. **Please be sure to set the 'Print Area' PRIOR to submitting your bid response.**

NOTE: The Net Effective Price **MUST** be consistent with the percentage discounts listed on the G.1 tab. Failure to have price correspond may be cause for rejection of your offer.

Form G.2B is a REQUIRED FORM

Bidding Company Name:		2014 School Reference Guide/Quill.com								
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
1	Education Products	KRAFT 40# ROLL 36X1000	PACON CORPORATION	5636	05636	RL	\$ 64.99	20.0%	\$ 51.99	
2	Education Products	KRAFT,NATRL PAPER ROLLS 50#	PACON CORPORATION	5836	5836	RL	\$ 67.99	20.0%	\$ 54.39	
3	Education Products	RAINBOW COLORED KRAFT ROLLS	PACON CORPORATION	63200	63200	RL	\$ 79.99	20.0%	\$ 63.99	
4	Education Products	36X1000 RAINBOW KRAFT ROLLS	PACON CORPORATION	63080	63080	RL	\$ 67.99	20.0%	\$ 54.39	
5	Education Products	36X1000 RAINBOW KRAFT ROLLS	PACON CORPORATION	63170	63170	RL	\$ 79.99	20.0%	\$ 63.99	
6	Education Products	36X1000 RAINBOW KRAFT ROLLS	PACON CORPORATION	63030	63030	RL	\$ 67.99	20.0%	\$ 54.39	
7	Education Products	RAINBOW PAPER,36X1000,SKYBE	PACON CORPORATION	63150	63150	RL	\$ 79.99	20.0%	\$ 63.99	
8	Education Products	RAINBOW KRAFT	PACON CORPORATION	63100	63100	RL	\$ 79.99	20.0%	\$ 63.99	
9	Education Products	36X1000 RAINBOW KRAFT ROLLS	PACON CORPORATION	63000	63000Q	RL	\$ 67.99	20.0%	\$ 54.39	
10	Education Products	36X1000 RAINBOW KRAFT ROLLS	PACON CORPORATION	63140	63140	RL	\$ 67.99	20.0%	\$ 54.39	
11	Education Products	RAINBOW PAPER,36X1000,BK	PACON CORPORATION	63300	63300	RL	\$ 79.99	20.0%	\$ 63.99	
12	Education Products	FADELESS ART PAPER 48X50	PACON CORPORATION	57185	57185	BX	\$ 17.99	20.0%	\$ 14.39	
13	Education Products	FADELESS ART PAPER 48X50	PACON CORPORATION	57035	57035	BX	\$ 17.99	20.0%	\$ 14.39	
14	Education Products	FADELESS PAPER ROLL, 48 X 50	PACON CORPORATION	57205	57205	RL	\$ 17.99	20.0%	\$ 14.39	
15	Education Products	FADELESS DESIGN PPR, BRICK	PACON CORPORATION	56475	56475Q	RL	\$ 17.99	20.0%	\$ 14.39	
16	Education Products	FADELESS DESIGNS PPR, CLOUDS	PACON CORPORATION	56465	56465Q	RL	\$ 17.99	20.0%	\$ 14.39	
17	Education Products	TRU-RAY ART PAPER ROLL 36	UNITED STATIONERS	00744	00588	EA	\$ 99.99	20.0%	\$ 79.99	
18	Education Products	ARTKRAFT 48X200 RYL BE ROLL	PACON CORPORATION	67204	67204	RL	\$ 29.99	20.0%	\$ 23.99	
19	Education Products	48X200 ARTKRAFT	PACON CORPORATION	67154	67154	EA	\$ 29.99	20.0%	\$ 23.99	
20	Education Products	36X1000 ARTKRAFT	PACON CORPORATION	67151	67151	EA	\$ 89.99	20.0%	\$ 71.99	

Bidding Company Name:			Quill Corporation				Catalog Name:			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
21	Education Products	ARTKRAFT 36X1000 RYL BE ROLL	PACON CORPORATION	67201	67201	RL	\$ 99.99	20.0%	\$ 79.99	
22	Education Products	24X100 ART KRAFT	PACON CORPORATION	67157	67157	EA	\$ 17.99	20.0%	\$ 14.39	
23	Education Products	ART KRAFT PAPER 36 X 1000	PACON CORPORATION	67001	67001	EA	\$ 82.99	20.0%	\$ 66.39	
24	Education Products	ART PAPER,LTW,BLK,36X1000 FT	PACON CORPORATION	5067	5067	RL	\$ 78.99	20.0%	\$ 63.19	
25	Education Products	ART ROLL,LTW,BLUE,36X1000	PACON CORPORATION	5057	5057	RL	\$ 78.99	20.0%	\$ 63.19	
26	Education Products	ART ROLL,LTW,GREEN,36X1000	PACON CORPORATION	5063	5063	RL	\$ 78.99	20.0%	\$ 63.19	
27	Education Products	ART PAPER,LTW,RED,36X1000	PACON CORPORATION	5069	5069Q	RL	\$ 78.99	20.0%	\$ 63.19	
28	Education Products	ART ROLL,LTW,YELLOW,36X1000	PACON CORPORATION	5061	5061	RL	\$ 78.99	20.0%	\$ 63.19	
29	Education Products	ART PAPER,LTW,ORANGE,36X1000	PACON CORPORATION	5065	5065	RL	\$ 78.99	20.0%	\$ 63.19	
30	Education Products	ART ROLL,LTW,WHITE,36X1000	PACON CORPORATION	5051	5051Q	RL	\$ 78.99	20.0%	\$ 63.19	
31	Education Products	12 X 18 CONSTRUCTION PAPER	UNITED STATIONERS	RIV03630	03630	PK	\$ 3.99	20.0%	\$ 3.19	
32	Education Products	9 X 12 CONSTRUCTION PAPER	PACON CORPORATION	3606	03606	PK	\$ 1.79	20.0%	\$ 1.43	
33	Education Products	CONSTRUCTION COMBO CASE	PACON CORPORATION	04120	04120	CT	\$ 134.99	20.0%	\$ 107.99	
34	Education Products	CONSTRUCTION PAPER COMBO CASE	PACON CORPORATION	04121	04121	CT	\$ 101.99	20.0%	\$ 81.59	
35	Education Products	9X12 CONSTRUCTION PAPER	PACON CORPORATION	02940	02940	PK	\$ 2.49	20.0%	\$ 1.99	
36	Education Products	TRU-RAY 12X18 CONSTRUCTION PPR	PACON CORPORATION	03039	03039	PK	\$ 6.49	20.0%	\$ 5.19	
37	Education Products	QB 9 X 12 CONSTRUCTION PAPER	PACON CORPORATION	190858-27299	790858	PK	\$ 4.49	20.0%	\$ 3.59	
38	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190856-27299	790856	PK	\$ 1.29	20.0%	\$ 1.03	
39	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190857-27299	790857	PK	\$ 1.29	20.0%	\$ 1.03	
40	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190853-27299	790853	PK	\$ 1.29	20.0%	\$ 1.03	
41	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190854-27299	790854	PK	\$ 1.29	20.0%	\$ 1.03	
42	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190855-27299	790855	PK	\$ 1.29	20.0%	\$ 1.03	
43	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190852-27299	790852	PK	\$ 1.29	20.0%	\$ 1.03	

Bidding Company Name:			Quill Corporation				2014 School Reference Guide/Quill.com			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
44	Education Products	QB #45 CNSTRUCTION PPR,9X12	PACON CORPORATION	190851-27299	790851	PK	\$ 1.29	20.0%	\$ 1.03	
45	Education Products	RIVERSIDE, HEAVY CONSTR PAPER	PACON CORPORATION	103465	PAC103465	PK	\$ 8.49	20.0%	\$ 6.79	
46	Education Products	NEON POSTER BOARD 22X 28	PACON CORPORATION	04234	04234	CT	\$ 26.99	20.0%	\$ 21.59	
47	Education Products	POSTER BOARD1	PACON CORPORATION	5460	5460	CT	\$ 34.99	20.0%	\$ 27.99	
48	Education Products	RAILROAD POSTER BOARD	UNITED STATIONERS	RIV04060	04060	CT	\$ 23.99	20.0%	\$ 19.19	
49	Education Products	BOARD,PSTR,22X28,25CN,1MY	UNITED STATIONERS	RIV04227	04227	CT	\$ 23.99	20.0%	\$ 19.19	
50	Education Products	TAG BOARD, WE,18X24,100/PK	PACON CORPORATION	5290	5290Q	PK	\$ 20.99	20.0%	\$ 16.79	
51	Education Products	RAILROAD POSTER BOARD	PACON CORPORATION	04159	04159	CT	\$ 19.99	20.0%	\$ 15.99	
52	Education Products	TAGBOARD,MED,WHT,12X18	PACON CORPORATION	5284	5284	PK	\$ 11.99	20.0%	\$ 9.59	
53	Education Products	TAGBOARD,MED,WHT,9X12	PACON CORPORATION	5281	5281	PK	\$ 6.49	20.0%	\$ 5.19	
54	Education Products	RAILRD BD,APLY,22X28,25/CT	PACON CORPORATION	5487-1	54871	CT	\$ 22.99	20.0%	\$ 18.39	
55	Education Products	SUPER VALUE POSTER BOARD	PACON CORPORATION	76510	76510	CT	\$ 19.99	20.0%	\$ 15.99	
56	Education Products	4-COLOR ASSORTED PRESENTATION	PACON CORPORATION	37654	37654	CT	\$ 20.99	20.0%	\$ 16.79	
57	Education Products	PROJECT DISPLAY BOARDS,36X48	ELMERS PRODUCTS INC.	730306	730306	CT	\$ 14.99	20.0%	\$ 11.99	
58	Education Products	STURDY BOARD W/WHITE FOAM	ELMERS PRODUCTS INC.	900-802	900802	BX	\$ 31.99	20.0%	\$ 25.59	
59	Education Products	FOME-COR FOAM BOARD 25/CT	PACON CORPORATION	5540	5540	CT	\$ 49.99	20.0%	\$ 39.99	
60	Education Products	FOAMBOARD BIENFANG 10SHT 30X40	ELMERS PRODUCTS INC.	900803	900803	CT	\$ 84.99	20.0%	\$ 67.99	
61	Education Products	36 ALL-IN-ONE PAPER CUTTER	PACON CORPORATION	67630	67630	EA	\$ 57.99	20.0%	\$ 46.39	
62	Education Products	ROTARY RACK,DISPENSER,10-ROLL	PACON CORPORATION	816754-2	67542	EA	\$ 556.99	20.0%	\$ 445.59	
63	Education Products	VERTICAL RACK 8-ROLL CAPACITY	PACON CORPORATION	67791	67791	EA	\$ 863.99	20.0%	\$ 691.19	
64	Education Products	SQUARE VERTICAL RACK 8-RLL CAP	PACON CORPORATION	67770	67770	EA	\$ 871.99	20.0%	\$ 697.59	
65	Education Products	ROLL PAPER ROTARY RACK	PACON CORPORATION	67552	67552	EA	\$ 965.99	20.0%	\$ 772.79	
66	Education Products	WALL RACK,4-ROLL CAPACITY	PACON CORPORATION	67740	67740Q	EA	\$ 304.99	20.0%	\$ 243.99	

Bidding Company Name:			Quill Corporation				2014 School Reference Guide/Quill.com			
No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments
67	Education Products	TOWER RACK,4-ROLL CAPACITY	PACON CORPORATION	67750	67750	EA	\$ 388.99	20.0%	\$ 311.19	
68	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030L	T2030L	CS	\$ 62.99	20.0%	\$ 50.39	
69	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030B	T2030B	CS	\$ 62.99	20.0%	\$ 50.39	
70	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030K	T2030K	CS	\$ 62.99	20.0%	\$ 50.39	
71	Education Products	WHITE TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030J	T2030J	CS	\$ 60.99	20.0%	\$ 48.79	
72	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030E	T2030E	CS	\$ 62.99	20.0%	\$ 50.39	
73	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030G	T2030G	CS	\$ 62.99	20.0%	\$ 50.39	
74	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030H	T2030H	CS	\$ 62.99	20.0%	\$ 50.39	
75	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030C	T2030C	CS	\$ 62.99	20.0%	\$ 50.39	
76	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030F	T2030F	CS	\$ 62.99	20.0%	\$ 50.39	
77	Education Products	COLORLED TISSUE PAPER 20X 30	BOX PACKAGING, INC.	T2030D	T2030D	CS	\$ 62.99	20.0%	\$ 50.39	
78	Education Products	ART TISSUE, 12X18	PACON CORPORATION		59530	PK	\$ 6.99	20.0%	\$ 5.59	
79	Education Products	PACON ARRAY CARD STOCK, BLACK	PACON CORPORATION	101187	101187	PK	\$ 14.99	20.0%	\$ 11.99	
80	Education Products	ART START KIT	ROYLCO, INC.		2604Q	EA	\$ 24.99	20.0%	\$ 19.99	
81	Education Products	BORDETTE	PACON CORPORATION		37450	CT	\$ 15.99	20.0%	\$ 12.79	
82	Education Products	BORDETTE 2 1/4 X 50/ BORDER RL	PACON CORPORATION		3718	EA	\$ 2.99	20.0%	\$ 2.39	
83	Education Products	BORDETTE 2 1/4 X 50/ BORDER RL	PACON CORPORATION	37304	3730	EA	\$ 2.99	20.0%	\$ 2.39	
84	Education Products	TERRIFIC TRIMMER-PLAID	S.P. RICHARDS CO.	NA	T92044	EA	\$ 2.99	20.0%	\$ 2.39	
85	Education Products	BORDERS,SPARKLE,40/PK,AST	TREND ENTERPRISES	T92901	T92901	PK	\$ 16.99	20.0%	\$ 13.59	
86	Education Products	POSTER CHARCTR TRAITS 6PK	TREND ENTERPRISES	TA6681	TA6681	PK	\$ 17.99	20.0%	\$ 14.39	
87	Education Products	COLORFUL SPARKLE STARS,STICKER	TREND ENTERPRISES	T46910	T46910	PK	\$ 7.99	20.0%	\$ 6.39	
88	Education Products	SCHOOL BUS TREASURE CHEST	SMILEMAKERS	TCBS	TCBS	BX	\$ 54.99	20.0%	\$ 43.99	
89	Education Products	MULTI COLORED STARS STICKERS	SMILEMAKERS	MST	MST7	BX	\$ 7.49	20.0%	\$ 5.99	

No.	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43
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Form G.3 – Services Price Schedule
AEPA IFB # 015-B Instructional & School Supplies

Bidding Company Name: **Quill Corporation**

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Form G.3 is a REQUIRED FORM

Design Services		Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a					

Installation Services		Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a					

Training Services		Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a					

Support Services		Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
		n/a					

*Please detail additional discounts on large projects.



AEPA IFB 015-C Custodial Equipment & Supplies, Rest Room, Break Room & Safety Supply Catalog Bid





October 1, 2014

Jeff Kimball
Purchasing Department
Oakland Schools
2111 Pontiac Lake Road
Waterford, MI 48328-2736

Quill Bid Number: 14-9912
Customer Bid Info: IFB 015-C Custodial Equipment
Account Number: 6714762

Dear Jeff Kimball,

Thank you for your recent bid request. We appreciate your interest in Quill.com and are pleased to extend special pricing on the enclosed bid. Please note that the bid prices and free shipping are good through **February 28, 2016**.

In addition to the enclosed bid items, for all other purchases we're pleased to offer your organization additional column discounts* to our already discounted prices in our catalog which are up to 80% off list. These extra savings are good through **February 28, 2016**.

25% Cleaning and Breakroom
25% Safety & Maintenance
25% Food & Beverage

Below are a few guidelines that we ask for you to follow to ensure the proper pricing and handling of your purchase orders:

- Written acceptance** is requested to guarantee your discounts. Please see attached Bid Response Form.
- Please be sure to reference the above Quill.com account for easy and accurate processing.
- Quill.com offers easy online ordering with visibility to your column discount*.
- Please fax or email your tax exempt form to taxexempt@Quill.com or fax 800-499-8805.

Quill's delivery policy is standard UPS or local carrier drop off, or truck tailgate delivery. Inside delivery is available at an additional charge. Installation or set up is not included.

This contract must be renewed before expiration date and will not automatically renew.

Thank you once again for choosing Quill.com. We look forward to working with you in the future.

Sincerely,
Quill's Bid Department

***Discounts do not apply to any item that is identified as Special Order in a Special Order catalog, items that begin with the prefix "SPW or "UNI", or indicated as an 'extended assortment' item are also excluded from this discount offer. The technology discount does not apply to the following technology product categories: software and licensing, e-readers, computers and computing products (tablets, notebooks, and desktops), electronic machines (copiers, fax machines), TVs, and vending and gumball machines. Discounts may not be used in combination with certain coupons, sales or promotions (including but not limited to Sales, Extreme Offers, Top Seller/Best Price items, Free Gift offers, Special offers, Clearance and Just for You offers).**



100 Schelster Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

BID AWARD FORM

Written acceptance is requested in order to ensure the proper bid pricing discount quoted, **please fill out and return** this form as soon as possible.

Quill Bid #: 14-9912 *****Please reference this bid # and Quill Item Numbers on ALL purchase orders***

Account #: 6714762 State: MI

Account Name: Oakland Schools

Do you accept our discounts on our catalog? Yes No
25% Cleaning and Breakroom
25% Safety & Maintenance
25% Food & Beverage

Do you accept our itemized bid prices? Yes No

If Quill.com is awarded, please provide us a list of contacts and/or locations that need to be included as a part of this bid.

If no, who was awarded your bid _____

In order to remain on your bid solicitation list, we welcome your feedback as to the reason(s) we were not considered _____

Are you tax exempt? Yes No If yes, please send your certificate to tax.exempt@Quill.com or fax to 800-499-8805.

This BID RESPONSE FORM can be returned by:

Fax: (888) 888-8250
Email: bid@quill.com
Or Mail:
Quill Corporation
Bid Department
100 Schelster Road
Lincolnshire, IL 60069-3621

Thank you for the opportunity to do business with you!

Your Quill Bid Team
(800) 634 – 4809



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

To Whom It May Concern:

Re: EEO Certification

Because we deal with 700 vendors and 1.1 million customers, it is impossible for us to reply on an individual basis and read each company's certification requirements. Please accept the following as our standard report.

- You are advised that Quill Corporation does not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability; or an unfavorable discharge from military service.
- Quill Corporation hereby certifies that it does not maintain or provide for their employees any segregated facilities at any establishment. As used in this Certification, the term "Segregated Facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, sex marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or and unfavorable discharge from military service.
- Quill Corporation also maintains and conspicuously posts a written sexual harassment policy consistent with state and federal law.
- Quill Corporation also complies with Affirmative Action obligations under Executive Order 11246.
- Quill Corporation has a commitment to its employees to provide a safe and drug free work environment, with policies in places that address our expectations.

If we can clarify any questions regarding our policy on this issue, please call or write.

Sincerely yours,

Thank you,
Susan DeSack

Employment Compliance Manager
Staples
500 Staples Drive
Framingham, MA 01702
☎ Office: 1-508-253-1727
✉ eFax: 1-508-382-5528
✉ Email: Susan.Desack@Staples.com
June 2014



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

EQUAL EMPLOYMENT OPPORTUNITY

Quill Corporation is a large business, wholly owned subsidiary of Staples, Inc.

As a company we comply with all Federal and State Affirmative Action Laws and Requirements.

See attached EEO1 for Staples and Certification

CO= L103806
 U= L103806

EQUAL EMPLOYMENT OPPORTUNITY
 2013 EMPLOYER INFORMATION REPORT
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. STAPLES INC CORPORATE STP
 500 STAPLES DRIVE
 FRAMINGHAM, MA 01702

SECTION C - TEST FOR FILING REQUIREMENT

2.a. STAPLES INC CORPORATE STP
 500 STAPLES DRIVE
 FRAMINGHAM, MA 01702
 1-Y 2-Y 3-Y DUNS NO.:151064821

SECTION D - EMPLOYMENT DATA

SECTION E - ESTABLISHMENT INFORMATION

NAICS:
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JOB CATEGORIES	HISPANIC OR LATINO		***** MALE *****										***** FEMALE *****					OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	NOT-HISPANIC OR LATINO	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS * MGRS	6	1	143	2	0	4	0	0	0	48	0	0	5	0	0	209		
FIRST/MID OFFICIALS * MGRS	236	98	2347	194	12	99	10	7	1219	100	3	55	7	2	4389			
PROFESSIONALS	90	101	1403	68	5	241	3	1	1521	104	7	137	4	5	3690			
TECHNICIANS	67	16	348	60	3	10	0	0	89	20	3	1	0	1	618			
SALES WORKERS	2374	2332	12541	2491	110	699	81	40	10187	2272	103	485	79	53	33847			
ADMINISTRATIVE SUPPORT	184	233	997	217	4	41	7	4	1921	465	5	52	7	17	4154			
CRAFT WORKERS	51	1	209	11	0	7	0	1	7	0	0	0	0	0	287			
OPERATIVES	1286	663	2461	1267	18	185	16	6	1474	384	10	84	6	3	7863			
LABORERS & HELPERS	0	0	3	2	0	0	0	0	2	0	0	0	0	0	7			
SERVICE WORKERS	35	15	158	50	3	8	0	1	50	17	0	3	0	0	340			
TOTAL	4329	3460	20610	4362	155	1294	117	60	16518	3362	131	822	103	81	55404			
PREVIOUS REPORT TOTAL	4326	3387	21043	4257	159	1272	123	49	16939	3284	104	793	104	43	55883			

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/25/2013 THRU 08/31/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: REGIS MULOT
 EEO-1 REPORT CONTACT PERSON: REGIS MULOT
 EMAIL: REGIS.MULOT@STAPLES.COM

TITLE: SVP HUMAN RESOURCES
 TITLE: SVP HUMAN RESOURCES
 TELEPHONE NO: 1508253220

CERTIFIED DATE[EST]: 02/07/2014 11:04 AM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: (ATL) Diane Stalcup	
	PHONE (A/C, No. Ext): 678-539-4877	FAX (A/C, No): 678-539-4890
E-MAIL ADDRESS: dstalcup@beechercarlson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property & Casualty		20699
INSURER C: Indemnity Insurance of North America		43575
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: 18988480 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		HDO-G27330472	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA-H08818897	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION \$			XOO-G27368566	2/1/2014	2/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR-C47878305(AZ,CA,MA) SCF-C47878317(W) WCU-C47878329(OH) WLR-C47878299(AOS)	2/1/2014 2/1/2014 2/1/2014 2/1/2014	2/1/2015 2/1/2015 2/1/2015 2/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is included as Additional Insured to the extent required by written contract only.

CERTIFICATE HOLDER ** Evidence of Coverage **	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Sharon D. Brainard

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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Beecher Carlson Insurance Services		NAMED INSURED Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: ** Evidence of Coverage **

ADDRESS:

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/14 - 2/1/15

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:

- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation
- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource



**INVITATION FOR BID NUMBER AEPA IFB #015
PART A – TERMS AND CONDITIONS**

Notice to Bidders

Sealed Bids will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

1:30 p.m. EDT, Wednesday, October 8, 2014

For Catalog Bids: 015-A. Office Supplies, 015-B. Instructional & School Supplies, 015-C. Custodial Equipment & Supplies, Restroom, Break Room & Safety Supplies, 15-D. Security, 015-E. Live Finger Print & Palm Scanning, 015-F. Walk-Through Metal Detectors

For Construction Related Bids: 15.1–A Modular & Portable Buildings, 015.1–B Security & Consulting

Each bid package consists of three or more parts:

- Part A – Notice to Bidders, Bid Procedures and Terms and Conditions**
- Part B – Commodity Specifications**
- Part C – Bid Forms**
- Part D - G – Additional Bid Forms if required (varies by commodity)**

All bids shall be submitted to Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736, in a sealed envelope marked “SEALED BID AEPA #015” on the front of the envelope. Note that Bidders must be able to provide their proposed products and services in up to 26 states including California, Colorado, Connecticut, Florida, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Bid documents can be downloaded after registering by following the link from the web at www.aepacoop.org. AEPA and/or the respective Member Agencies reserve the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Bids will be opened and publicly read immediately following the deadline.

Bid and Contract Timeline:

August 18, 2014	Publication of Bids and IFB available on the AEPA website www.aepacoop.org
September 9, 2014	Pre-Bid Conference Call – Must register by Sept. 3 rd to participate
September 25, 2014	Deadline for questions from Bidders
October 8, 2014, 1:30 pm EDT	Deadline for Bid Submittals and Public Opening of Bids
November 7, 2014	Contract Recommendations posted on www.aepacoop.org
December 2, 2014	AEPA Approval of bids
December 8, 2014	Bidders are advised of the results of the bid
December 3, 2014 to March 1, 2015	Vendor Partner’s submit required documentation to Member Agencies
No later than March 1, 2015 to February 28, 2016	Initial contract term (up to fifteen months) – See Term of Contract and Extensions in General Terms & Conditions
March 1, 2016 - 2018	Annual contract renewal dates subject to approval by AEPA

For information on how to address all questions regarding this Invitation for Bid (IFB), reference Section II. Bid Procedures, Section C. Questions.

AEPA Member Agency Information

State	Agency Name	Contact	Email	Students
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	twitt@epylon.com	6,220,993
Colorado	Colorado BOCES Association	John Tillman	jtillman@my.amigo.net	854,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	554,845
Florida	Panhandle Area Education Consortium	Larche Hardy	larche_hardy@paec.org	2,668,155
Indiana	Wilson Education Center	Phil Partenheimer	philp@wesc.k12.in.us	1,041,602
Iowa	Iowa Educators Consortium	Jamie Albertsen	jalbertsen@iec-ia.org	510,000
Kansas	Southeast Kansas Education Service Center	Brad Stefanoni	brad.stefanoni@greenbush.org	468,510
Kentucky	Green River Regional Educational Cooperative	Ann Burden	ann.burden@grrec.ky.gov	675,530
Massachusetts	The Education Cooperative	Joan Preble	jpreble@tec-coop.org	954,177
Michigan	Oakland Schools	Tim Look	tim.look@oakland.k12.mi.us	1,525,000
Minnesota	Minnesota Service Cooperative	Jeremy Kovash	jkovash@lcsc.org	845,177
Missouri	Cooperating School Districts	Kelly Hackworth	khackworth@edplus.org	650,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	142,347
Nebraska	Nebraska ESU Cooperative Purchasing	Kip Schnedier	kschneider@esu17.org	336,069
New Jersey	Middlesex Regional Educational Services Commission	Pat Moran	pmoran@mresc.k12.nj.us	1,300,000
New Mexico	Cooperative Educational Services	Dotty McKinney	dotty@ces.org	338,223
North Dakota	North Dakota Educators Service Cooperative	John Jankowski	john.jankowski.1@sendit.nodak.edu	105,632
Ohio	Ohio Council of Educational Purchasing Consortium	Elmo Kallner	kallner@mail.mecdc.org	1,850,000
Oregon	Intermountain ESD	Caryn Appler	caryn.appler@imesd.k12.or.us	531,555
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Jeff Kimball	jkimball@csiu.org	4,600,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	4,933,617
Virginia	Fairfax County Public Schools	Michelle Pratt	MRPratt@fcps.edu	1,200,000
Washington	King County Directors Association	Dave Mahalko	dmahalko@kcda.org	1,000,000
West Virginia	WV Regional Education Service Agencies Cooperative Purchasing	Dee Cockrille	dcockril@access.k12.wv.us	282,308
Wisconsin	Cooperative Educational Service Agency (CESA) #2	Lisa Stahl	lisa.stahl@cesa2.org	873,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services	Julie Cudmore	jcudmore@newboces.com	90,000
			Total Students:	34,551,336

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I. ABOUT AEPA

The Association of Educational Purchasing Agencies (AEPA) is a school procurement consortium established in 2000 through a Memorandum of Understanding, and incorporated in 2007 under the state laws of Nevada. Currently, twenty-six (26) states have joined to issue simultaneous Invitations for Bids (IFB) generating sales in forty-nine (49) states.

AEPA requires that Bidders only respond if they are able to offer prices equal to or lower than what they ordinarily offer on separate, single school district, single state or multi-state contracts that have equal or lesser volume. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our members' expectations. AEPA is committed to accomplish this mission lawfully and ethically, using leading edge technology and futuristic business practices.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a manner in which they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports and promotes the AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively bid contracts (see the Summary of State Participation by Bid Category Table).

II. BID PROCEDURES

A. Issuing Agency

The great benefit to the Bidder is that one response may be prepared for approval by AEPA and award by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Some of these 26 AEPA Member Agencies have Participating Entities in other non-AEPA states as identified in the Part B - Specifications document. Bidders responding to this IFB will prepare two (2) computer/electronic CD or USB Flash Drive of all files requested along with complete catalogs (See Section F. Bid Submission below). Bidders selected in response to this single IFB have the potential to provide products and services to local education agencies serving over 34,000,000 (excludes non-represented AEPA states) students.

Each AEPA Member Agency will individually publish notice of the IFB. Bidders will send responses to a single receiving point for all AEPA Member Agencies. Responses will be evaluated by bid oversight committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the IFB, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with bidding regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own IFB, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the IFB, open each response, evaluate and make a selection). Money is saved in procurement cost and lower prices will be the result of volume purchasing. *Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own bid, a cooperatively bid contract makes no sense.*

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Voluntary Pre-Bid Conference Call –

Pre-Registration Required by 3:00 PM EDT September 3, 2014 (No exceptions)

AEPA will host a voluntary pre-bid conference call on Tuesday, September 9, 2014, for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. Bidders must register no later than 3 PM EDT, Wednesday, September 3, 2014, by faxing the Pre-bid Conference Call Registration Form (found on AEPA Bid website) to **Jeff Kimball** to 888-490-3184. No registration will be accepted after this date. Bidders must indicate which bid category or categories that they would like to participate in their registration. An email confirmation with details of the phone conference will be sent to the Bidder at least 24 hours prior to the conference call. Each Bidder will be allowed only one phone line to participate in conference call. It will be the Bidder’s responsibility to have one primary person responsible for asking questions during the conference call. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Bid Conference Call Schedule – Tuesday, September, 9, 2014

	Eastern	Central	Mountain	Pacific
A. Office Supplies Catalog	11:30 AM	10:30 AM	9:30 AM	8:30 AM
B. Instructional & School Supplies Catalog	12:00 PM	11:00 AM	10:00 AM	9:00 AM
C. Custodial Equipment & Supplies Catalogs	12:30 PM	11:30 AM	10:30 AM	9:30 AM
D. Security Related Bids	1:30 PM	12:30 AM	11:30 AM	10:30 AM
E. Modular & Portable Buildings	2:30 PM	1:30 PM	12:30 PM	11:30 AM

C. Questions

All questions and responses received during the IFB process will be available on the AEPA website (www.aepacoop.org), as addenda, and will become part of the bid documents. It is the Bidders responsibility to check the website for the addenda prior to the bid deadline. Questions received less than fourteen (14) days prior to bid due date will not be answered. **All questions should reference the bid number and category for which the question is being asked and submit as follows:**

Questions regarding this IFB from the time the IFB is published until September 25, 2014, should be submitted to Questions@aepacoop.org.

Questions regarding this IFB after Bid Opening (October 8, 2014) but prior to the approval of the contract, should be submitted to Bids@aepacoop.org.

Questions regarding this IFB after Notification of Approval should be submitted to President@aepacoop.org.

D. Bidder Qualifications

An essential part of the bid evaluation process is an evaluation to qualify the company being considered. All bids must contain answers, responses and/or documentation to the information requested in the Bid Documents. Any Bidder failing to provide the required information/ documentation may be considered non-responsive.

Bidders, within their response, must demonstrate their ability, capacity and available resources to provide the proposed products and services to all of the AEPA Member Agencies indicating an interest in participating in the categories being solicited. The Bidders are required to communicate and demonstrate within their response they have extensive knowledge, background and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. AEPA and/or its Member Agencies reserve the right to accept or

reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

E. Bid Security – The only bid category requiring a bid bond is Modular Buildings

If required, bids shall be accompanied by a satisfactory bid security in the amount of \$25,000.00 or \$100,000.00 as noted in Part B of Modular & Portable Buildings. If a Bidder fails to submit the bid security by the bid due date, its response shall be deemed non-responsive and will not be considered.

Acceptable bid security will be in an amount of \$25,000 or \$100,000, with the principal being the Bidder and the Association of Educational Purchasing Agencies being the Agency of Record. Bid Security may be a one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The bid security shall remain in force for one hundred twenty (120) days of bid opening.

F. Bid Submission

1. Preparation of the Bid Response

- a. The IFB is published in three parts. Part A contains the terms and conditions that apply to all IFB's in the current series of bids. Part B is the specifications for the bid commodity. Part C contains the Bid Forms to be filled out and returned by the Bidder. Some bid categories may contain additional Parts or Forms.
- b. All bid responses shall be on the forms provided and referenced in Part C – Bid Forms.
- c. Bid Forms requiring signatures shall be submitted with original ink signatures, by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations or other modifications in the bid document. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.
- d. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and AEPA.
- e. In case of an error in extension of prices in the bid, unit prices shall govern.
- f. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- g. It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- h. The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Submittal

- a. Two (2) complete copies of the bid response shall be submitted on separate but identical electronic media, either CDs or flash drives. CDs or flash drives must be properly labeled with the Bidders name and bid category. **NOTE: Individual files should not exceed the maximum file size of 20MB. If a file size is larger, Bidders will have to separate into multiple parts and label accordingly.**
- b. Bid Form A, Bid Form B and Bid Security, if applicable, shall be submitted in hard copy and a copy of these forms and the remaining response shall be submitted in electronic format with original signatures.
- c. Format for the CD or Flash Drive – Files must be placed in the proper folders on the CD or Flash Drive as listed below:

FOLDER A CONTENTS:

- a. **Document Development:** Bid Forms for this IFB are published on www.aepacoop.org in both Microsoft Word and PDF formats. Bidders may download the Microsoft Word forms and complete them electronically or they may download PDF forms, type or complete by hand. All documents

requiring an original signature or which were not completed electronically must be scanned and saved as PDF documents on the electronic media. All documents must be titled with the name of the Company and Form. For example: *Bidder Name Form A*.

- b. **Table of Contents:** Using the form provided (See Part C – Bid Forms), complete a Table of Contents for the bid proposal. Provide as a Word Document or a document that has been scanned to a PDF, and title as per the instructions in **Document Development** above.
- c. **Bid Affidavit (FORM A):** Complete the form provided. A signature of the Bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- d. **Acceptance of Bid and Contract Award (FORM B):** Complete the form provided. A signature of the Bidder's authorized representative is required. Scan to a PDF format and title as per the instructions in **Document Development** above. Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media. *If the bid is awarded, the Bidder will be required to produce an original signed and notarized document in paper (hard copy) form for each participating AEPA Member Agency.*
- e. **Service Questionnaire for Bidder (FORM C):** The Questionnaire seeks information about the Bidder's pricing structure, service areas, past performance and commerce processes. Complete the form provided. The authorized representative must sign the completed document. Scan to a PDF format and title as per the instructions in **Document Development** above.
- f. **Company Information (FORM D):** The Company Information Form provides background information on the Company. The authorized representative must sign the completed document. **NOTE: An attached letter of line of credit from the Bidder's chief financial institution is required unless the company is publicly traded and then a complete Annual Financial Report from the most recent year is REQUIRED.** Scan the Form, any attachments and the letter from the Bidder's chief financial institution or Annual Financial Report to a single PDF format and title as per the instructions in **Document Development** above.
- g. **Exceptions to Terms and Conditions (FORM E):** Exceptions to Terms and Conditions set forth in Parts A and B of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the "no exceptions" box checked and signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- h. **Part B - Specifications:** The Part B – Specifications document . represents the needs and interests of the AEPA Member Agencies and their Participating Entities. Alternatives or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the Bidder who is able to comply with the greater number of specifications may be considered more responsive. Bidders must check either the 'Comply' or 'Deviate' column for all specifications listed in this section. The authorized representative must initial the form. Scan to a PDF format and title as per the instructions in **Document Development** above.
- i. **Deviations (FORM F):** Explanations of deviations noted in response to standard, product, category and service specifications on the **Part B - Specifications** are required on Form F. If there are no deviations, the form must be returned with the "no deviations" box checked and initialed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.
- j. **Bid Security**, if required, for various categories. Hard copy sent with bid and a PDF of Bid Security in folder A.

FOLDER B CONTENTS:

- a. **Pricing (FORM G):** Form G is intended as the cover document for the Bidder's discount pricing schedule. This form must be signed by the authorized representative. Scan to a PDF format and title as per the instructions in **Document Development** above.

- b. **Excel Workbook with Discounts and Pricing Schedule:** Title the Excel document as per the instructions in **Document Development** above. Be sure to complete the required tabs as outlined on Form G.
- c. **Warranties, Additional Services or Incidental Price Schedule (G.5):** In response to Form G., the Bidder may be asked to provide a price schedule for warranties, etc. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- d. **Additional Discounts (G.6):** In response to Form G, the Bidder may be select to offer additional discounts/bonuses to AEPA members based on a dollar volume, sizes of orders or other criteria, and must state the formula for arriving at these discounts. This document is created by the Bidder (it is not provided) and should be presented in Microsoft Excel and titled as per the instructions in **Document Development** above.
- e. **Catalogs and/or Price lists:** For catalog bids, PDFs of the Bidder's most recent published catalog(s) or price lists must be included for catalog bids. Each PDF document must be titled as per the instructions in **Document Development** above.

FOLDERS C and ETC., CONTENTS:

Folder C and additional folders are reserved for any additional documents or files other than those listed above that may be requested and/or related to this bid.

If the bid is awarded, the Bidder will be required to produce original signed and notarized Forms A and B in paper (hard copy) form for each participating AEPA Member Agency. Additionally, if required, a copy of the bid security to each participating AEPA Member Agency as indicated for that bid category.

3. Bid Transmittal – Due by October 8, 2014, at 1:30 PM EDT

It is the responsibility of the Bidder to be certain that the bid submittal is in the actual possession of AEPA at **Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328-2736**, on or prior to the exact due date and time of **October 8, 2014, at 1:30 PM EDT**. Bids must be submitted in a sealed envelope or box properly addressed to Association of Educational Purchasing Agencies, with the Bid Number, Bid Category being offered, Bid Due Date and Time, and Bidder's Name and Address clearly indicated on the envelope or box. **Bids received late will not be opened and will be deemed non-responsive. Anyone who downloads the bid documents and fails to submit a bid shall be deemed as a No-Bid Response.**

If the designated location for receiving bids is closed due to an unforeseen circumstance on the day bid responses are due, responses will be due at the same time on the next day the building is open.

Responsive bids will be opened and the name of each Bidder and other appropriate information will be publicly read.

G. Bid Evaluation

Bid responses will be reviewed, analyzed and evaluated based on the evaluation criteria stipulated within this bid document (Refer to the *Evaluation, Approval and Award* section located in Section V. General Terms and Conditions for All Agencies).

H. Contract Award and Implementation

An AEPA oversight committee will perform initial bid response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Bidders who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the bid response, a Bidder becomes a "Vendor Partner" for AEPA.

Recommendations for approval by AEPA will be posted to the website (SEE LINK BELOW) on November 7, 2014. If the AEPA approves the recommended contract at the Winter Meeting, the Vendor Partner will be invited to present for 15 minutes to the group to educate all 26 states on your company, products, etc. It is the Bidder's responsibility to access this information. It should be noted that while a

company may be recommended for approval, there is no guarantee of an approved contract until the AEPA Member Agencies vote on the recommendation.

http://www.aepacoop.org/pages/Association_of_Educational_Pur/Bidding_Information/Bid_2015/Contract_A_approval_Recs

Once the approved Bidders have been notified by AEPA, *it is their responsibility to contact those AEPA Member Agencies (up to 26) who had indicated an interest in participating and mail the signed and notarized Forms A and B (Located in Part C) to each of the participating AEPA Member Agencies.* Each AEPA Member Agency will review, evaluate and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

III. RESPONSIBILITIES OF A VENDOR PARTNER

As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April and the Winter Meeting which is typically the end of November or early December and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

IV. RESPONSIBILITIES OF AEPA MEMBER AGENCIES

In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:

1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Attendance at the two (2) AEPA meetings which provides for opportunity to interact with Vendor Partners.

V. GENERAL TERMS AND CONDITIONS FOR ALL AGENCIES

For the purposes of this INVITATION FOR BID, the following terms shall be defined as indicated below:

The terms **Bidder**, **Offeror** and **Vendor Partner** are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid.

The term **Participating Entity** is used to identify those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

The term **Buyer** is used to identify the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend the AEPA pricing to. Administrative Fees shall be paid to each Member Agency on a quarterly basis. See the Summary of State General Overview for the administrative fees by Member Agency (state).

Advertising: Vendor Partner shall not advertise or publish information concerning this contract prior to the award being announced by the AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner shall submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in the month of April or May) and the other in the Fall (currently the week after Thanksgiving). AEPA requires that all successful contract holders attend both meetings and participate in the vendor round tables at the Spring meeting. AEPA request that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table on page two of this document and are listed on the table presented in Part B - Specifications, Item 3: Anticipated Member Agency Participation on this bid, that has chosen to participate in this bid/category. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in this bid once the responses are reviewed and approved.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the state of the respective AEPA Member Agency shall govern any resulting contract of this bid. Suits pertaining to this contract may be brought only in courts in the County and State as

prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, shall fully apply. The Vendor Partner shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It shall be the Vendor Partner's responsibility to identify, make themselves aware of and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserves the right to approve and award a contract to one Bidder, to make multiple approvals and awards, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Bid and Contract Award Form (see Form B) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract shall be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner shall be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies shall not unreasonably withhold approval and shall notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part A, Section VI (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bid Opening: Bids shall be opened at the time and place, and in the manner designated in this document. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

Bid Security: There are AEPA Member Agencies that require that respondents to a bid submit a form of bid security executed by a surety company authorized to do business in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC or nationally recognized financial institution. The bid security shall remain in force for a period of One Hundred Twenty (120) days of bid opening. Bid Security must accompany the Vendor Partner's bid response when submitted and be placed in Folder A. If the Bidder fails to submit the bid security, its response will be deemed non-responsive.

Bidder/Vendor Partner Definitions:

"Prospective Bidder" has notified AEPA of a desire to bid by registering on the AEPA website.

"Bidder" has submitted a bid to AEPA in response to an Invitation for Bid (IFB).

"Recommended Bidder" has been approved by AEPA for its AEPA Member Agencies for contract consideration.

"Vendor Partner" has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bidder Acceptance Period: In order to allow AEPA Member Agencies the opportunity to evaluate the bids, AEPA requires that a bid in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Bonding: The Vendor Partner agrees to provide all performance and payment bonds executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity shall not execute the contract with the Vendor Partner and the appropriate AEPA Oversight Committee shall be notified of such failure and shall take the appropriate action.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Bidder. Brand names and model numbers are used to indicate the character, quality and/or performance

equivalence of the commodity on which bids are submitted. Bidders may submit alternates. However, the AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the product, equipment and/or service described in the invitation. AEPA's decision shall be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment and services under AEPA Member Agencies' awarded contracts.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Catalog Bid: (See Types of Bids)

Certificate of Insurance: (See Insurance)

Certification: By signature in the bid section of the Contract Award page, the Bidder certifies:

The submission of the bid did not involve collusion or other anti-competitive practices;

The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and

The Bidder agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the Bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible. It is made available to the general public or schools and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A Commercially Available Catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document shall not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency within their state statutes defines what constitutes construction, identifies the policies, rules, regulations and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction shall also include: leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under

a cooperative procurement agreement entered into pursuant to each state's procurement code shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Bidder agrees that all the prices, terms, warranties and benefits granted by the Bidder to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any present or future customer or cooperative that have equal or lesser volume. If the Bidder shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Bidder shall notify the AEPA oversight committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:

1. AEPA and its AEPA Member Agencies reserves the right to accept or reject the Bidder's response if it is determined it does not comply with the above based on their knowledge, investigation, review and findings of Bidders' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies shall notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review and findings, AEPA reserves the right to take following actions:
 - A. To request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered;
 - B. To work with the Vendor Partner to mediate and resolve the situation; or
 - C. To notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Bid Preparation: Neither AEPA nor any AEPA Member Agency shall reimburse the cost of developing, presenting or providing any response to this solicitation.

Credit Hold: The Bidder must agree not to place the AEPA Member Agency and/or its Participating Entity on "credit hold" without 10-days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. [The AEPA Member Agencies believes it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on "credit hold;" if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on "credit hold", payment is more likely to result and only the offender is disciplined.]

Delivery Terms, Conditions and Requirements:

1. **Delivery:** is to be made within the specified time identified in Part B Specifications for each bid category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify Buyer if an order cannot be processed within the specified period and/or the agreed upon timelines.
2. **The title and risk of loss of material or service:** shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery and they have been accepted, unless otherwise provided within this document or individual project's contract.
3. **Ownership of products and services:** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until a separation of the purchased share has been made, delivered and received.
5. **Shipping Terms:** See Part B Specifications to determine how the shipping and handling costs are to be addressed; this varies based on the specific bid category. Vendor Partner shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the Vendor Partner. Shipping shall be F.O.B. destination. The Vendor Partner shall file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and shall assist the freight company/Vendor Partner in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.
 - A. **Shipping Costs:** Products may be shipped without additional cost. If shipping is allowed per Part B Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted.

- B. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- C. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.
6. **Stored Materials:** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Buyer prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as property of Buyer and be separated from other materials. Buyer must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it shall be Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials and equipment shall pass to Buyer upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services or tender of delivery fail in any respect to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order. The Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable Surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and Vendor Partner shall not have the right to substitute a conforming tender without written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and that have been delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner.
13. The Vendor Partner must identify, specify and justify any exceptions or deviations taken.

Deviations or Exceptions to Requirements: Deviations or exceptions stipulated in a Bidder's proposal may result in rendering of the response non-responsive. AEPA and its AEPA Member Agencies reserve the right to determine whether the deviation or exception does or does not serve the interest of or is not advantageous or acceptable to AEPA, its AEPA Member Agencies or Participating Entities.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

Eligible Entities: The individual AEPA Member Agency's state procurement code and statutes provides for cooperative procurement and identifies those types of agencies, entities and organizations that are allowed to participate in and take advantage of cooperative procurement contracts solicited and approved by AEPA and awarded by AEPA Member Agencies. Therefore, depending on the individual state procurement codes and statutes federal agencies, state agencies, local public bodies and Non-Profit/Non-Public entities may be allowed to participate in and utilize AEPA solicited, approved and AEPA Member Agency awarded contracts.

Estimated Quantities: In Part B: Bid Specifications of this solicitation AEPA and AEPA Member Agencies' have indicated their anticipated volume for the products and services being solicited in this solicitation. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee

of future order quantities due to the fact that this is an indefinite quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities and the marketing by the Vendor Partner.

Experience, Proven Track Record and Past Performance Information: has been determined by AEPA and its AEPA Member Agencies to be a major factor in considering if a Bidder possesses the ability, capacity and resources to acquire, manufacture, deliver, construct, install, services and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserves the right to accept or reject an offer, if in its judgment, the Bidder failed to demonstrate the following.

1. Has a proven track record in the products and services offered (qualifications, knowledge and background).
2. Is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part B: Specifications.
3. Has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer.

Evaluation, Approval and Award: Bid responses received will be evaluated in accordance with acceptable standards of cooperative purchasing, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies and procedures; AEPA Member Agencies' policies and procedures. Approval of prospective Vendor Partners and award of contracts will be made to the lowest responsive and responsible Bidder utilizing the criteria listed below and elsewhere in this bid.

1. **Responsive Bidder:** A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - A. Submitted on time.
 - B. Materially satisfy all mandatory requirements identified throughout the IFB.
 - C. Must substantially conform to all of the specified requirements in the IFB in the judgment of AEPA and its AEPA Member Agency representatives.
 - D. Any deviation from requirements indicated herein must be stated, in writing, and included with the bid submittal. Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful Bidder will be held responsible therefore.
 - E. Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's response being disqualified. Terms of the IFB that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.
 - F. In preparing a proposal, the Bidder's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Bidder's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Bidder's response to be deemed non-responsive.
2. **Non-responsive Bid:** Any bid that does not conform to all material requirements of the solicitation including but not limited to: bids received after the deadline; bids that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; bids that do not contain the proper bid bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual customers and/or cooperatives with equal or lesser volume. Non-responsive bids will not be considered for approval and award.
3. **Responsible Bidder:** A responsible Bidder is a firm or person with the qualifications, capability and capacity to perform the contract requirements with integrity and reliability, which will assure a good faith performance. AEPA's approval of a Bidder's response will make the Bidder available for consideration to the AEPA Member Agencies for contract award. Prior to this recommendation the Contract Oversight committee will determine whether a Bidder is responsible. If a Bidder is approved by AEPA, the AEPA Member Agency reserves the right to determine if said Vendor Partner is responsible in their respective state.

Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Bidder has:

- A. Submitted a responsive bid;
- B. The qualifications stipulated herein that may include but are not limited to adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction, described in the invitation for bids to those AEPA member states who have indicated their participation;
- C. A demonstrated and documented satisfactory track record of performance in the national market place;
- D. A satisfactory record of integrity and a reputation of responding to and meeting educational institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations and codes;
- E. Quality and suitability of products and services offered to meet and perform to the specifications, expectations and requirements identified in this bid;
- F. Supplied all necessary information and data in connection with determining whether a Bidder meets the standard of responsibility.

4. Cost Evaluation:

- A. Cost and price schedules conform to and provide the information required in Part B and C of this bid;
- B. Pricing offered that is equal to or better than those offered to individual entities or cooperatives with equal or lesser volume;
- C. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts:
 - 1) Line Item Bid: Lowest responsive, responsible Bidder(s); or
 - 2) Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Bidders. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators;
- D. Based on the cost evaluation, a recommendation will be made to approve a single bidder or make a multiple bidder award.

External Procurement Unit means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4) Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the Vendor Partner agrees to post wage rates at the work site and submit a copy of their payroll to the AEPA Member Agency for their files. In addition, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection

Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Form of contract: The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and properly issued purchase orders and/or contracts in accordance with this Invitation for Bid. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by, AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. **The liability of AEPA, its Members, Participating Entities or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws.** **Installation:** Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner shall procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state's statutes and federal laws in which proposed products and services will be offered and provided.

1. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest to participate in this solicitation, identified in Part B: Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each states requirements.
2. Certificate of Insurance: The Vendor Partner shall provide, as required, a certificate of insurance for commercial liability insurance naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer).

3. All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agency's states participating in this solicitation.
4. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor shall procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime Vendor Partner. All Subcontractors shall hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract shall be held invalid or unenforceable, the remainder of this solicitation and any resulting contract shall not be affected and shall be valid and enforceable.

Late Bids: Late bids shall not be opened and will be deemed non-responsive and within twenty-four hours such determination will be posted to AEPA's website www.aepacoop.org. Bidders with rejected bids must make a written request within thirty (30) days to AEPA by sending an email to secretary@aepacoop.org requesting to have their rejected bid returned at Bidder's expense. Late bids will be destroyed after forty-five (45) days.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease or lease purchase. Buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will be in compliance with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies shall be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdictions in which a transaction may occur may require various types of licenses and/or registrations (business, construction Vendor Partner, etc). Likewise, there are various policies, procedures, rules, regulations, codes and laws that govern such licensing/registration within federal, state and local jurisdictions, therefore, it is the Bidder's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Bidder/Vendor Partner to ensure that any Subcontractors performing under this bid hold and maintain the appropriate licenses/registrations. The Bidder will submit copies of licenses, registration and/or other documentation to substantiate they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services shall be free of all liens.

Local public body: A political subdivision of the state and the agencies, instrumentalities and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards and organizations that either by federal, state or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Bidder is a bona fide manufacturer's agent for the specific products/services proposed, the Bidder is authorized to submit an offer on such products/services, and a guarantee that, should the Bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Bidders of software, mechanical devices, electrical products/systems and other commodities that make up systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner shall have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use

with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only. **Multiple Approvals and Awards:** Throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. In order to assure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at its discretion to approve and/or award one contract, multiple contracts or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation shall be approved and awarded with the understanding and agreement that it is for the sole convenience of the AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Non-Profit, Non-Public Educational Institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code) is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions. For details on the ordering processes utilized for each AEPA Member Agency, please reference the Summary of State General Overview.

1. Standard Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver and invoice the Buyer;
- D. Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment;
- E. Vendor Partner, based on the agreed to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly).
- F. Vendor Partner shall provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- A. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- B. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, pricelist or Vendor Partner's quote;
- C. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- D. AEPA Member will invoice the Buyer and add their administrative fee to the invoice price;
- E. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- F. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.

3. Electronic Ordering (Optional by AEPA Member Agency)

When a Vendor Partner based online ordering system is available, the following functionality is preferred:

- A. Electronic ordering systems shall be secure and password protected. Entering the system with the designated password shall automatically send the user to AEPA contract pricing.
- B. When the Buyer requires purchase orders, electronic ordering system shall require entry of a purchase order number, credit card or purchasing card prior to accepting an order.

- C. Electronic ordering systems shall block excluded items not covered by the AEPA contract from any order.
- D. Electronic ordering systems shall automatically assign correct contract prices to applicable orders.
- E. Electronic ordering systems that list catalog price and AEPA discounted price.
- F. Electronic ordering systems shall track orders and purchases covered by the AEPA contract for reporting and audit purposes. Vendor Partner shall provide the transaction and volume reporting in the AEPA format.
- G. Electronic ordering systems' pricing shall include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- H. Electronic ordering systems that allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail:

- A. Member Agency Specific terms and conditions
- B. Specifications and scope of work
- C. General terms and conditions
- D. Attachments and exhibits
- E. Documents referenced or included in the solicitation

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies and Non-Profit Non-Public Corporations, Organizations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and copyright indemnification: To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Piggy Back Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their State laws.

Pricing: Within Part B: Bid Specifications and Part C: Bid Forms of this solicitation, AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, etc. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. Please note the following that relate to pricing:

Most Advantageous Pricing: The Bidder/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.

Primary Pricing/Secondary Pricing Strategies: All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing" or a combination of these two pricing strategies as defined in the bid specifications. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".

1) **Primary Pricing:** All Bidders are required to submit the required primary pricing as indicated in each bid category's Part B: Specifications and Part C: Bid Forms (requirements vary based on bid category).

- A. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.

- a. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract.
 - b. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Contract Oversight Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
 - c. **Core List:** In a Catalog Priced bid, a category (i.e. office supplies) *may* include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list is published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
 - d. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.
- B. Line-Item Pricing:** Line-item pricing is utilized when products and/or services that are broken down in detail by element, component, product categories, product type and each product and/or service is presented as an individual item which needs to be combined with other items to make up a final project or solution. The Bidder offers firm pricing for specific line items in response to this bid; a project's cost is derived by the Vendor Partner preparing and providing a quote based on the project's terms, conditions and requirements based on the line item pricing provided in the bid. The information provided in this bid for each item includes:
- Product Category
 - Product Description
 - Manufacturer
 - Manufacturer SKU
 - Vendor SKU
 - Unit of Measure
 - Item List Price
 - AEPA Bid Price
- a. **Fixed prices:** Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.
 - b. **Routine Price Adjustments (Without Economic Price Adjustment):** Vendors may only request adjustments to the prices once a year at the time of renewal at the AEPA Winter meeting that goes into effect March 1st. Vendor Partner's must submit a fully documented written request to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting. The request must specifically detail and document the cause and/or reason for price changes and include any supporting documentation (manufacturer's letter, indexes, etc.). All price changes require approval by the AEPA Member Agencies at the AEPA Winter meeting to go into effect the following contract term.
 - c. **Unpredictable Economic Price Adjustment:** If economic price adjustment contingencies occur, Vendor Partner may submit a fully documented request (manufacturer's letter, indexes, etc.) for price adjustment to AEPA Contract Oversight Committee for review and approval by the committee and the AEPA Member Agencies. The documentation must substantiate the cause and/or reason for the requested price increase and demonstrate that it was unpredictable at the time of bid submittal and/or contract renewal and out of the Vendor Partner's control. Pricing will take effect thirty (30) days after approval and acceptance.
 - d.
 - e. **New Products/Services:** Vendor Partner may submit new products or technologies, that are within the original scope of work for the bid, to be added to the contract at the time of renewal pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership. Requests

should be submitted to the AEPA Contract Oversight Committee thirty (30) days prior to the AEPA Winter meeting.

C. Pricing based on a Cost-plus-a-percentage-of-cost: This type of pricing is prohibited.

2) Secondary Pricing Methods: Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:

A. Customized Price List: Bidders are **required** to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line Item Bids). Customized price lists shall be allowed under the following conditions:

- a. Up to 100 items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
- b. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
- c. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
- d. Items may not include special order or customized service products unless agreed to by the Vendor Partner.

B. Hot List Pricing: Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions:

- a. The price reduction is available to all AEPA Member Agencies equally.
- b. The price reduction is for a specific time period, no less than thirty (30) days.
- c. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such.
- d. The original price for products/services is not exceeded after the time limit.
- e. The AEPA Oversight Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities.
- f. Pricing for all Hot List items must be updated on the Vendor Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.

C. Volume Price Discounts: Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase or annual spend), i.e. local city, county, school district(s), etc. and/or for large one time purchases. Additional volume price discounts are permissible under the following conditions:

- a. Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms.
- b. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis.
- c. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

Prime Vendor Partner: For the purpose of this bid, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Bidder/Vendor Partner's must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services:

1. Product Line: If applicable, contracts will be awarded to Bidders able to provide their complete product line(s) of commodities, supplies, equipment, software and services that meets the scope of work and specifications of this solicitation. Bidders with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.

2. **Serial Numbers:** Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All bids shall be for commodities, supplies, equipment, supplies and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** are defined as the furnishing of labor, time or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.
6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Bidder can include various peripheral products, equipment, accessories, services, deliverables and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions:
 - A. The enhancement is recommended by AEPA and approved by the Member Agency;
 - B. The option is priced at a discount similar to other options;
 - C. The option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All bids are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level and quality of products, equipment and software being requested.
9. **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Bidder to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Bidders are encouraged to offer alternative products which they believe to adhere to and comply materially, functionally and operationally equal to or better than the brand name product specified. Any Bidder believing a specification is unnecessarily restrictive, shall indicate such in the form of a question during the solicitation process and prior to bid due date. The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Bidder deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, shall be:

- A. Of a quality to pass without objection in the industry and professional standards normally associated with them;
- B. Fit for the intended purpose(s) for which they are used;
- C. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- D. Adequately offered, presented, delivered, accomplished and complete as the contract may require; and
- E. Conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information | Catalogs | Price Lists:

1. Bidders shall include an electronic and paper copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the bid response.
2. Throughout the term of the contract, Vendor Partner(s) shall furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, paper, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions:

1. The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order;
2. The purchase order describes the amounts to be paid and the date of payment;
3. The Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order;
4. That payments will only be made when actual goods and/or services are verified/received; and
5. That any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protests: Under this public procurement and AEPA's Solicitation, any Bidder who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.

1. **Procurement Phases:** AEPA's procurement/solicitation process is broken down into three (3) phases. Any Bidder who is aggrieved in connection with any of the three (3) procurement/solicitation phases listed below and/or any functions or activities associated with each shall file their protest with the AEPA representative indicated below.
 - A. **Bid Due Date:** The preparation and contents of the solicitation, its terms, conditions and specifications, the notification, distribution of solicitation documents and addendums (date published through the bid due date and time).
 - B. **AEPA Approval:** The receiving, opening, recording, evaluating, recommending and approving Bidders to be considered for AEPA approval and/or actions relating to contract renewal and extension. (Date received and opened through date of individual contract award and future renewals).
 - C. **Contract Award:** The awarding, implementing and administering of resulting contracts and the disclosure of confidential data. (Date individual contracts awarded by AEPA Member Agencies or 120 days from AEPA approval).
2. **Protest contents:** Protests shall be in writing and must be filed with the appropriate AEPA representative below. A protest must include:
 - A. The name, address and telephone number of the protester;
 - B. The original signature of the protester or its representative;
 - C. Identification of the procurement function and/or contract activity with the solicitation or the contract number;
 - D. A detailed statement of the factual grounds or legal basis for the protest;
 - E. Supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case, the expected availability date shall be indicated; and
 - F. The form of relief requested.
3. **Protest Submittal:** Protester shall submit the bid protest in accordance with the requirements of the above three (3) procurement functions immediately or within ten days of the date the protester knows or should have known the basis of the protest per the following:

- A. **Bid Due Date:** Knows or should have known the basis of the protest upon the bid due date or 10 days after the bid due date.
- B. **AEPA Approval:** Knows or should have known the basis of the protest upon notification from AEPA of the bid category approval.
- C. **Contract Award:** Knows or should have known the basis of the protest or ten days after the notification from the AEPA Member Agency award.

Procurement Phase	Who to Contact	Email Address
Bid Due Date	Bid Question Coordinator	Questions@aepacoop.org
AEPA Approval	Bid Coordinator	Bids@aepacoop.org
Contract Award	Individual AEPA Member Agency with a copy to the AEPA President	See AEPA Member Agency Information sheet

1. **Protest Resolution:** Protest shall be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. It is the intent of AEPA that all bid protest decisions from the point a bid has been published through contract approval or rejection, will be resolved by AEPA. Bid protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.
2. **Protest Costs:** The losing party to the protest shall be responsible for the reasonable and justifiable costs of the protest. The protest costs shall be based on the costs and expenses incurred by the AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription and travel costs.

Provisions Required By Law: By submitting a response to this solicitation, bidders are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this bid. These provisions of law and any clause required by law that is associated with and relates to this bid and any resulting contract will be read and enforced as though it were included herein.

Public Record: All bids submitted to this invitation shall become the property of the AEPA and will become a matter of public record, available for review, subsequent to the bid due date. Bids may be viewed, by appointment only, at the Oakland Schools, 2111 Pontiac Lake Road, Waterford, MI 48328, under the supervision of the AEPA Executive Director or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday. Within fifteen days, the Bid Receipt Summary Report will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation, should reference the bid number and respective category and be submitted as follows:

1. From the time the solicitation is published until the deadline for questions for Bidders, questions should be submitted to Questions@aepacoop.org.
2. From the time bids are opened but prior to the approval of the contract by AEPA, questions should be submitted to Bids@aepacoop.org.
3. After notification of AEPA contract approval, questions should be submitted via email to President@aepacoop.org.
4. Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

All other inquiries and questions should be addressed and submitted to the AEPA President by email at President@aepacoop.org.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies and must complete an online sales report on the AEPA Website. Access to reports will be granted after contract approval. If there are no sales, \$0 reports are required.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective bid representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted bid response including, but not limited to, clarifying questions. Bidders may be requested to submit such answers in-writing but will not be allowed to change or alter their bid.

Safety Measures: Vendor Partners shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor Partner shall survive expiration or termination of the Contract.

Suspension or Debarment Status: If within the past five (5) years, any Bidder has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations and processes, therefore, prices offered will not include applicable federal, state and local taxes. All applicable taxes must be listed as a separate item on all cost proposals, invoices.

Term of Contract and Extensions: The initial term of the contract shall be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Bid and Contract Award (Form B). The contract shall continue in accordance with the dates stipulated in the Bid and Timeline schedule located in Part A of this bid unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on the last day of February. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, a Member Agency reserves the right to offer month-by-month extensions not to exceed six (6) months until a new contract is awarded by that Member Agency.

Termination by Non-Approval of AEPA: AEPA Member Agencies on annual basis assess, evaluate and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies can not extend the dis-approved vendor's contract. (See Term of Contract and Extensions)

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not

accept any new orders after the termination date specified in the notice. Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit.

The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the Vendor Partner files for bankruptcy protection, or is acquired by an independent third party.

Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot perform to the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that have equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this bid and executed in accordance with resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the

time of the bid and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Type of Bids: Due to the various types, kinds and levels of products and services solicited by AEPA in its IFBs; the various pricing methodologies/methods utilized and offered to price the various products and services offered; and the type of contracts that results from any one of AEPA's/bids, AEPA has established the following two types of bids.

1. **Catalog Bid:** A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
2. **Line Item Bid:** A Line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing..

Vendor Partner: Bidder who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this IFB.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to the AEPA, its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner shall include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If, upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

Association of Educational Purchasing Agencies (AEPA)

Bid 015 - Summary of State General Overview

Part A Table

AEPA Member Agency State	General				Construction Products and Services										Potential Customers							
	Administrative Fee	Bid Security Required on bid due date	Special Reporting Requirements	Standard Ordering Process	Electronic Ordering	Special Ordering Process	Davis Bacon and State Wage Rates	Payment & Performance Bonds Required	Contractor's Licensing Required	Permits and/or Registration Required	Construction Project Cost Limitations	Participate in Construction Services	Participate in Construction Products Only	Products are taxable	Service is Taxable	K-12 Education	Higher Ed.	Private Schools	Non-Profits	Federal Agencies	State Agencies	Cities & Counties
CA	2%	No	No	Yes	Yes	No	N/A	N/A	N/A	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CO	2%	No	No	Yes	No	No	No	No	No	No	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	No	Yes
CT	2%	Opt	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IN	Various	No	No	No	No	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
IA	2%	No	Yes	Yes	Yes	No	**	**	**	Yes	Limited	Limited	**	**	**	Yes	Yes	No	No	Yes	Yes	Yes
KS	2%	No	n	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
KY	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MA	2%	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MI	2%	No	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	TBD	Yes	Yes
MN	2%	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MO	2%	No	Yes	Yes	Yes	No	Yes	No	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MT	2%	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NE	2%	No	No	Yes	No	No	Yes	Yes	Yes	No	Yes	Yes	No	No	No	Yes	Yes	Yes	No	No	No	No
NJ	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	No	No	Yes	Yes	Yes	Yes	No	No	No	Yes
NM	2%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND	2%	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes/No*	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OH	2%	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OR	2%	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PA	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TX	2%	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
VA	2%	No	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WA	2%	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes
WV	2%	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WI	2%	No	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WY	1%	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

* Depending upon the type of agency making the purchase products may or may not be taxable
 ** Iowa Code Chpt. 26 & 273

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Quill Corporation, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto KCDA-King County Director's Association, as Obligee, in the sum of Ten Percent of Total Amount Bid Dollars (\$ 10%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

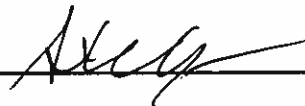
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for IFB#015-C Custodial Equipment Quill Bid No. 14-9912, Kent, WA ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

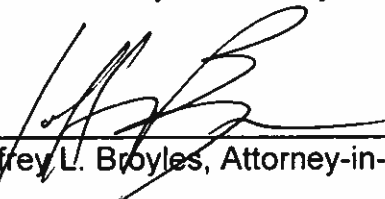
Signed this 30th day of September, 2014.

Quill Corporation

(Principal)

By:  _____

Travelers Casualty and Surety Company of America

By:  _____
Jeffrey L. Broyles, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225756

Certificate No. 005631531

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Margaret M. Davis, Shari K. Welborn, Joyce Bjorge, Jeffrey L. Broyles, Charles W. Floberg, Lisa Meyer, Jennifer Truesdale, Sue Noakes, Nadya Alami, Jessica Carpenter, and Tamara A. Ringeisen

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

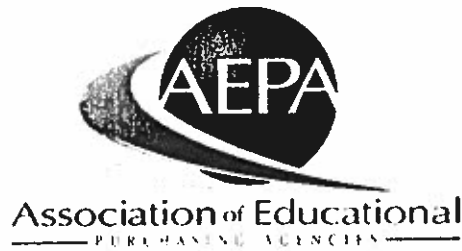
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



INVITATION FOR BID

AEPA IFB #015- C

**CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND
REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG**

*** CATEGORIES WILL BE CONSIDERED SEPARATELY *
BIDDERS ARE NOT REQUIRED TO CARRY PRODUCTS IN EACH CATEGORY**

PART B – SPECIFICATIONS

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1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 26) necessary to:

- Respond to request from a number of different types of educational, governmental and public institutions seeking Custodial Products.
- These parts and supplies will include but are not limited to: 1) custodial supplies, 2) custodial equipment, and 3) rest room, break room, and safety supplies. Contractors are not required to carry product in each category, as they may be awarded separately.
- Providing opportunities for users to procure Green custodial products that meet individual goals for environmentally friendly, recycled, energy efficient and EPA compliant products. Green Seal or equivalent rating is required.

2. Type of Bid

This bid is considered a:

YES	NO	TYPE OF BID
√		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. See Pricing section for detailed information on Catalog Pricing.
	√	LINE ITEM: A line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product's or solution's cost is derived by the Vendor Partner specially prepared and providing a quote based on the project's terms, conditions and requirements. See Pricing section for detailed information on Line-Item Pricing.

3. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Year 2-4	State	Participate? Yes/No/ Undecided	Other States Member Sells In	Est. 1 st Year Purchase Volume	% Growth for Years 2-4
California	Yes	AZ,NV	\$60,000	10%	Nebraska	Yes		\$50,000	10%
Colorado	Yes		?	2%	New Jersey	Yes		\$3,160,342	-
Connecticut	Yes	MA,ME,NH, NY, RI,VT	\$25,000	10%	New Mexico	Yes		\$1,000,000	5%
Florida	Yes	AL,GA	\$1,000,000	10-20%	North Dakota	Yes		\$275,000	2%
Indiana	Yes		\$250,000	2%	Ohio	Yes		\$500,000	2%
Iowa	Yes	IL,SD	\$5,000	5%	Oregon	Yes		\$80,000	15%
Kansas	Yes	OK	\$100,000	2%	Pennsylvania	Yes	DE,HA, MD,NY	\$50,000	20%
Kentucky	Yes	AL,GA,LA, MS,NC,SC, TN,WV	\$50,000	3%	Texas	Yes		\$50,000	10%
Massachusetts	Yes		\$10,000	2%	Virginia	Yes		\$100,000	3-5%
Michigan	Yes		\$70,000	5%	Washington	No	AK,ID	-	-
Minnesota	Yes	SD	\$200,000	2%	West Virginia	Yes		\$250,000	10%
Missouri	Yes	AR,IL,LA,SD	\$500,000	5%	Wisconsin	Yes		\$150,000	20%
Montana	Yes	ID	\$75,000	8%	Wyoming	Yes	SD,UT	\$1,000	5%
					Total	25		\$8,011,342	

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and bid award. The AEPA Member Agency's contracting decision shall be final.

The above information relating to the estimated/projected volume for the first year for this solicitation is provided based on submittals from its members. AEPA Member Agencies anticipate that purchase volumes will increase in contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume under this IFB. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

ASTM:	American Society for Testing and Materials (877) 909-2786, www.astm.org
EPA:	Environmental Protection Agency, www.epa.gov
FIFRA:	Federal Insecticide, Fungicide and Rodenticide Act, http://www.epa.gov/oecaagct/lfra.html
JIT:	"Just-in-time" production strategy used in many manufacturers affects scheduling, inventory and directory.
SDS:	Safety Data Sheets, intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.
SARA:	Superfund Amendments and Reauthorization Action, EPA, Title III, Section 313, http://www.epa.gov/superfund/policy/sara.htm
UL:	Underwriters Laboratories, http://www.ul.com/global/eng/pages/

5. Special Terms and Conditions

- 5.1 The Vendor Partner will warranty all parts and materials for at least 90 days from date of purchase or manufacturers' warranty, whichever is longer.
- 5.2 Vendor Partner will endeavor to supply products that are made in the United States of America.
- 5.3 Bidder must demonstrate that it possesses the necessary resources to and agrees to provide a comprehensive implementation, training and support program on the operation and use of the custodial program. The services offered must be appropriate and adequate to ensure a successful program.
- 5.4 The Vendor Partner will be solely responsible for doing the necessary research to ascertain that its solution meets or exceeds all federal, state and local regulations, rules, standards and requirements relating to providing custodial products.
- 5.5 Problems identified by the Vendor Partner or Participating Entity shall be responded to in writing within forty-eight (48) hours of notification. The applicable Member Agency shall be notified of all problems and resolutions.

6. Standard Specifications [Fixed Specifications]

Item	Description	Comply	Deviate
6.1	The Vendor Partner will have access to a full inventory of the awarded product line.	✓	
6.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Line items that are reordered, backordered, or partially filled are not considered filled line items when calculating this service level.	✓	
6.3	Orders must be shipped within 48 hours after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere.	✓	
6.4	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) involved or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.	✓	
6.5	All charges and components necessary for performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.	✓	
6.6	If the Vendor Partner intends to utilize independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers.	✓	
6.7	Optional services must be identified separately, and must include clear descriptions of proposed services.	✓	
6.8	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.	✓	
6.9	Vendor Partners must be able to supply paper catalogs where requested. The catalog shall have a cover label indicating that the catalog's contents are available through the participating Member Agency and the AEPA contract. The label shall identify the agency's contract number, discount level(s) and any special ordering instructions.	✓	
6.10	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.	✓	
6.11	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.	✓	
6.12	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.	✓	

7.0.4	The following products must be able to be used without dilution: non-buffing type seal-finish water emulsion floor sealer for terrazzo, ceramic tile, concrete and marble; waterborne epoxy wood floor finish; dust mop treatment mineral oils; detergent resistant water emulsion type floor finish; 100% #1 prime carnauba water emulsion type floor wax.	✓	
7.0.5	All containers of chemicals sold must have a firmly secured label with instructions for use. On containers over one gallon in size, a batch sticker must be attached.	✓	
7.0.6	All floor care products must be supplied in new, factory-sealed containers.	✓	
7.0.7	The Bidder must provide proof that the products offered have been in use at educational, municipal, state or other governmental agencies for at least two years. In response to Part C (Bid Forms), Form D, References section of this IFB, list the names, telephone numbers and contact persons of three or more agencies that have successfully used the floor care chemicals offered on this contract, either three per state or three nationally.	✓	
7.0.8	Chemicals offered through this contract must meet applicable federal and state Clean Air Requirements, have a lead content below .06%, be stable when stored at room temperatures, and be registered with the proper state and federal agencies, and carry such registration numbers as required by law.	✓	
7.0.9	Product offering must include products with the Green Seal or equivalent rating.	✓	
7.0.10	Just-in-time (JIT) delivery services shall be made available to interested members. The JIT method should assist members with existing inventory analysis and classifications, material usages and forecasting, inventory control, valuation and count. Bidders must provide detailed information as to how the JIT delivery system will function within this contract, exactly what these services would cover and what the average JIT delivery time would be after the receipt of an order.		✓ *PLEASE SEE Attached Delivery Policy

7.1 Minimum Requirements: Custodial Supplies			
Item	Description	Comply	Deviate
7.1.1	Floor Care Products (Industrial Use) Non-buffing type seal-finish water emulsion floor sealer shall be of one grade and uniform concentration. The nonvolatile matter shall be measured between 22 and 23% when tested by applicable ASTM standards; pH value shall range between 8.5 and 9.5 when tested in accordance with applicable ASTM standards.	✓	
7.1.2	Floor Care Products (Industrial Use) Two-part water-based epoxy wood floor finish must be compatible over a wide variety of conventional solvent-based epoxies and oil-modified urethanes. Product must be dry to the touch within 2 hours and be tack free within 24 hours. Product shall be certified that it is resistant to water, oil, gasoline, isopropyl alcohol, turpentine, and soda.	✓	
7.1.3	Floor Care Products (Industrial Use) One-part clear epoxy surface-type finish for wood gymnasium floors shall be of one type and uniform concentration. When used, the product must produce a glossy, hard, abrasive and water-resistant finish that readily bonds to suitable substrates without blistering or peeling. The nonvolatile matter shall be 38% minimum. The product must be dry to the touch within 3 hours and	✓	



Delivery

- 99% in stock rate, 98% on time delivery
- **Standard Shipping** is via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO.
 - UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
 - Standard shipping for items w/prefix of JV are normally 1-2 business days ARO, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO
 - No shipping or processing fees.
- **Large Volume Orders** may ship via Truck - Tailgate Delivery within 2-7 business days ARO.
 - Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck and customer is responsible for unloading and bringing inside the building. No shipping or processing fees
 - A call 24 hours before a truck delivery can be arranged at no charge.
 - Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
 - For an additional fee of \$25.00 the driver will assist in unloading cartons from truck and bringing inside the building.
 - Installation and or set/up is not included. Additional charges will apply based on weight and site conditions. Please call for quote.
 - Pallet size is 48" X 42"
 - We cannot guarantee full carton shipments due to our automated order system.
 - In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
 - We cannot guarantee palletized shipments for large orders due to our automated order system.
 - For us to ship larger quantities and provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.
- Quill's Future Delivery option enables a school to plan for future needs while securing today's low sale prices
 - Schedule delivery and billing up to 4 months from the time of submitting your order Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

7.1 Minimum Requirements: Custodial Supplies			
Item	Description	Comply	Deviate
	be tack-free in 24 hours. Product shall be certified that it is resistant to water, oil, gasoline, isopropyl alcohol, turpentine, soda and alcoholic beverages.	✓	
7.1.4	Floor Care Products (Industrial Use) Dust mop treatment shall be one grade of mineral oil and contain no banned hydrocarbons or other banned chemicals. If retained in the original container, the treatment must not show separation, creaming, or gelling when stored at room temperature. The mixture shall contain no water or wax nor shall it discolor white vinyl tile.	✓	
7.1.5	Floor Care Products (Industrial Use) Detergent, germicidal, and quaternary ammonium floor cleaners shall contain synthetic detergents suitable for use on all surfaces normally cleaned with water. Products offered must not contain any peroxides, mercury, iodine, phenol compounds or materials that will release such compounds when diluted in accordance with instructions. Product shall provide bacteriological and germicidal activity against, but not limited to, the following: Pseudomonas aeruginosa, salmonella, e. coli, staphylococci, bacteria and other infectious diseases.	✓	
7.1.6	Floor Care Products (Industrial Use) Extraction carpet cleaners shall be of one grade and uniform concentration and suitable for use in all types of hot water extraction equipment. The nonvolatile content should be between 10 and 12%; the pH value should be between 6.5 and 7.5.	✓	
7.1.7	Floor Care Products (Industrial Use) Cleaner-degreasers for the removal of industrial oil, grease and wax buildup on floors shall be a uniform homogeneous product containing synthetic detergents and biodegradable surfactants, with no abrasives, soaps, glycol ethers, toxic solvents, phosphates, or free acids.	✓	
7.1.8	Floor Care Products (Industrial Use) Non-ammoniated, low-foaming remover for detergent-resistant, water emulsion floor finishes shall be free from objectionable odors, contain biodegradable surfactants, have no abrasives, soap, butyl cellosolve or other glycol ethers, and can be used in either hard or soft water when diluted according to instructions. The product shall be able to remove aged and/or heavy buildup of water-based wax, polymer and detergent-resistant floor finishes.	✓	
7.1.9	Floor Care Products (Industrial Use) Mop-on stripper for detergent-resistant, water emulsion floor finishes shall be free from objectionable odors, contain biodegradable surfactants, have no abrasives or soap and be suitable for application to the standard grades of vinyl, vinyl composition, and mineral floorings. The pH value of the products should range between 11.0 and 12.0.	✓	
7.1.10	Floor Care Products (Industrial Use) General-purpose cleaners shall contain synthetic detergents and biodegradable surfactants, and have no abrasives, soaps, glycol ethers, toxic solvents, phosphates, or free acids. General-purpose cleaners must be suitable for use in automatic scrubbers.	✓	
7.1.11	Floor Care Products (Industrial Use) All-purpose cleaner shall contain no ammonia, not be corrosive to the skin (pH value between 6.0 and 8.0), and be suitable for use on washable, non-porous floors.	✓	

7.1 Minimum Requirements: Custodial Supplies			
Item	Description	Comply	Deviate
7.1.12	Floor Care Products (Industrial Use) All-purpose neutral cleaner shall contain no ammonia, not be corrosive to the skin (pH value between 9.0 and 9.5), and be suitable for use on all washable floors.	✓	
7.1.13	Floor Care Products (Industrial Use) Extra-strength phosphoric acid cleaner shall be able to remove hard water encrustations, rust deposits and oily residue. The extra-strength phosphoric acid cleaner shall be 16% minimum phosphoric acid, shall emit no hydrochloric acid vapors, be low foaming, free rinsing, and contain no abrasive matter.	✓	
7.1.14	Floor Care Products (Industrial Use) Soap-less, organic, non-ionic detergents and components in a water base shall not cause bleeding or fading of colors on normal, color-fast carpets. The detergents shall remove oily soil, dry soil, lint, grit, dust, food spills, and water-based inks.	✓	
7.1.15	Floor Care Products (Industrial Use) High gloss water emulsion restorer shall be appropriate for use in regular and high-speed floor machines and for use on sealed resilient and hard flooring. The nonvolatile content shall be approximately 7.5% when tested by heating for two hours at 105°C following the instructions in applicable ASTM standards. The pH value of the concentrate shall not be less than 6.0 nor greater than 9.0. One gallon shall be sufficient to cover 10,000 square feet when spray applied.	✓	
7.1.16	Floor Care Products (Industrial Use) Metal interlock modified with a urethane lattice water emulsion floor finish shall be for use on all types of flooring surfaces. The nonvolatile content should be approximately 22%; pH value shall range between 8.5 and 9.5.	✓	
7.1.17	Floor Care Products (Industrial Use) Water emulsion type detergent resistant floor finish shall be for use on all types of flooring surfaces. The nonvolatile content should be approximately 16%; pH value shall range between 8.5 and 9.5.	✓	
7.1.18	Floor Care Products (Industrial Use) Water emulsion type 100% No. 1 prime carnauba floor wax shall be for use on all types of flooring surfaces. The nonvolatile content should be approximately 12%; pH value shall range between 9.0 and 10.0.	✓	
7.1.19	Brooms and brushes shall include, but not be limited to: upright brooms (natural or plastic fiber), dust pans, push brooms, street brooms, floor sweeps, deck scrub brushes, utility brushes, counter brushes, toilet bowl brushes, vehicle wash brushes, specialty brushes, dusters, feather dusters, lamb's wool dusters, antimicrobial overhead dusters, and broom handles in a variety of sizes, diameters and bristle types.	✓	
7.1.20	Can liners shall be available in a variety of sizes, grades (light-duty to super-duty), dispenser types (roll, boxes, cases), colors, materials (linear low-density polyethylene, high-density blended resin polyethylene) and with drawstring or ties.	✓	
7.1.21	Cleaning chemicals shall include, but not be limited to: general purpose cleaners, disinfectants, germicides, bathroom cleaners, mildew & stain remover, tub & tile cleaner, bowl cleaner, drain opener, cleansers, stainless steel cleaner and polish, metal cleaner, wood cleaner, furniture	✓	

7.1 Minimum Requirements: Custodial Supplies			
Item	Description	Comply	Deviate
	polish, glass cleaner, laundry products, paint remover, graffiti remover, gum remover, lubricants, protectants, specialty chemicals, insecticides, insect control, insect repellent, tank sprayers, handheld sprayers, fogger sprayer, bottles and sprayers, drum pumps.	✓	
7.1.22	Chemical Proportioners to be used at the user site to measure chemicals prior to actual use. This system should allow for installation into small areas, include a back-flow prevention device that will prevent the contamination of the systems water supply, allow for a metered flow of chemical through the system and will also provide the user with an adjustable flow rate, and include labels for all sizes and types of containers to be used by the member. A complete, laminated, easy-to-understand manual shall be included with the system.	✓	
7.1.23	Facility maintenance products shall include, but not be limited to; key control products, surge protectors, extension cords, light bulb changers, doorstops, fans, heaters, clipboards, ladders (wood, fiberglass, aluminum) tool storage boxes.	✓	
7.1.24	Floor and carpet care products shall include, but not be limited to: floor strippers, floor finishes, floor waxes, floor sealers, floor cleaners, floor maintainers, sweeping compounds, dust mop treatment, carpet shampoo and extractors, carpet spotters, carpet stain protector, carpet cleaners, carpet stain remover, carpet cleaner defoamer, carpet spotter towels, enzyme digestant, odor eliminator, rug & room deodorant, liquid spills absorbent.	✓	
7.1.25	Floor pads, sponges & abrasives shall include, but not be limited to: polishing, buffing, scrubbing and stripping floor pads, high-speed floor pads, sand screen floor pads, steel wool floor pads, carpet bonnets, utility pads and holders, baseboard pads, cellulose sponges, scouring pads and sponges, steel wool pads, steel wool reels, pumice scouring stones, metal sponges, griddle/grill cleaners.	✓	
7.1.26	Material handling products shall include, but not be limited to: tilt trucks, utility trucks, platform trucks, folding trucks, drum dolly, hand trucks, hand carts, mobile work-centers, utility carts, tool organizers/holders, utility cabinets, utility shelving, storage boxes, tote boxes, outdoor storage, stretch film, utility knives.	✓	
7.1.27	Matting shall include, but not be limited to: wiper mats, absorbent mats, scraper entrance mats, grease proof mats, grease resistant mats, anti-fatigue mats, vinyl runner mats, chair mats, bath mats, plunger and bowl mops.	✓	
7.1.28	Mopping products shall include, but not be limited to: wet mop heads (standard, saddleback head), loop web mop heads, tailband mop heads, super-loop mop head, mop head with scrub pad, antimicrobial wet mops, lie-flat mop heads, finish mops, mop head laundry bag, swivel grip mop handles, antimicrobial wet mop handles, metal head mop handles, plastic head mop handles, safety signs, mop wringers, mop strainers, mop buckets, plastic bucket/wringer combos, bowl and handle mops, dust mop frames and handles, floor finish applicators, dusters, dust heads.	✓	
7.1.29	Odor control products shall include, but not be limited to: metered	✓	

7.1 Minimum Requirements: Custodial Supplies			
Item	Description	Comply	Deviate
	aerosol dispensers, air sanitizers, and air fresheners; metered non-aerosol air fresheners; liquid and solid dispensed deodorants; liquid deodorants; disinfectant-deodorant aerosols; dry deodorants; solid air fresheners; fabric refreshers; deodorant blocks; bowl deodorants and cleaners; and urinal screens.	✓	
7.1.30	Waste receptacle products shall include, but not be limited to: round containers and lids, square and mobile containers, hooded top containers, dome-top containers, wall-mount containers, fire-safe containers, step-on cans (plastic and steel), recycle containers and systems (stationary, mobile, indoor and outdoor), aggregate containers, smoking urns.	✓	
7.1.31	Wiper products shall include, but not be limited to: reusable cleaning cloths, all-purpose wipers, wiper roll dispensers, utility scrim wipers, personal care wipers, center pull wipers.	✓	
7.1.32	Metal working products shall include, but not be limited to: penetrants, wet lubricants, dry lubricants, grease lubricants, coatings, rut treatment, specialty.	✓	
7.1.33	Food service products shall include, but not be limited to: food contact surface cleaners, warewash, floor care, and specialty products (i.e. for ovens, freezers, and deep fryers).	✓	
7.1.34	Vehicle wash products shall include, but not be limited to: tire cleaner, exterior cleaners (light-heavy duty), and windshield washer fluid.	✓	
7.1.35	Rubbermaid Product Line Cleaning, utility, recycling refuse, decorative refuse, material handling, safety, foodservice, and washroom products.	✓	
7.1.36	Additional services shall include, but not be limited to: equipment repair and maintenance, M.S.D.S. materials management, hazard information programs, training programs (product, safety, process, regulatory compliance), technical support, efficiency and time management programs.	✓	

7.2 Minimum Requirements: Custodial Equipment (Industrial Use, LEED Compliant)			
Item	Description	Comply	Deviate
7.2.1	Vacuums Multi-surface HEPA vacuums, designed for hard and soft floors. Vacuums carpet, VCT, tile, rubber, wood, stone and concrete. Uprights (bag, dirt/dust, clean air), cordless rechargeables, walk-behinds, ride-ons, canisters and backpack vacs.	✓	
7.2.2	Wet/Dry Vacs Small to large capacity.	✓	
7.2.3	Floor Scrubbers Disc and cylindrical. Adjustable pressure and speed. Small capacity, mid capacity, and large capacity models. Self-propelled and riders.	✓	
7.2.4	Sweepers Various sizes, from mini push sweepers to large ride on models.	✓	
7.2.5	Floor machines Various sizes, 13" – 20" models.	✓	

7.2 Minimum Requirements: Custodial Equipment (Industrial Use, LEED Compliant)			
Item	Description	Comply	Deviate
7.2.6	Miscellaneous cleaners Steam cleaners, grout cleaners, pressure washers, etc.	✓	
7.2.7	Carpet Extractors Dual counter-rotating brushes to clean both sides of the carpet. Various sizes, from 2 gallon spot cleaner to a 20 gallon walk behind unit. Including box extractors.	✓	
7.2.8	Burnishers 1500 – 2600 RPM. Active and passive dust control systems. Pad pressure adjustment. Battery and electric cord options.	✓	
7.2.9	Floor care accessories extensions, pads, brushes, belts, bags and related parts for listed equipment.	✓	

7.3 Minimum Requirements: Rest Room, Break Room, and Safety Supplies			
Item	Description	Comply	Deviate
7.3.1	Paper products shall include but not be limited to: kitchen towels and dispensers, pull-type water cups and dispensers, facial tissue, bathroom tissue, roll tissue dispensers, standard, dual-roll and jumbo roll dispensers, automatic hand dryers, toilet seat covers and dispensers, roll towels, single-fold hand towels. Multi-fold hand towels, c-fold hand towels, and towel dispensers.	✓	
7.3.2	Automatic Hand Dryers surface mounted with optional noise reduction, speed control, and HEPA filtration. 100-240 voltage. Associated accessories options.	✓	
7.3.3	Personal care products shall include, but not be limited to: first aid kits, first aid refill components, adhesive bandages, blood cleanup kits, disposable gloves and dispensers, personal cleansing wipes, feminine hygiene products, sanitary napkins disposal, receptacles.	✓	
7.3.4	Safety products shall include, but not be limited to: eye care and protection products, dust masks, ear plugs, back supports, safety cones, safety tape.	✓	
7.3.5	Skin care products shall include, but not be limited to: soap dispenser systems, skin conditioning systems, health-care soap systems, instant hand sanitizer products, moisturizing lotions, antibacterial lotion soaps, hair and body shampoos, heavy-duty soaps, dispensers, powdered soaps and dispensers, pumice bar soap, full-size bar soap, personal size bar soap, latex gloves, work gloves.	✓	

8. Pricing – See Pricing section in Part A – General Terms & Conditions for details

8.1 This bid category DOES NOT have a Core Item List.

8.2 Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tabs to be completed as follows:

G.1 Catalog Discount (Required)

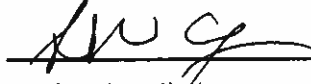
G.2 Full Catalog Price Schedule (Required)

G.3 Services Price Schedule (Optional)

G.4 Volume Discounts (Optional)

- 8.3 Bid pricing will be evaluated from the Category Discount list. See Evaluation, Approval and Award in Part A, V. General Terms & Conditions for All Agencies for additional information.

Signature

A handwritten signature in black ink, appearing to be 'AWG', is written over a horizontal line.

Must be same signature that appears on Bid Affidavit and Acceptance Forms

6.13	Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and on the web site (if applicable).	✓	
6.14	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.	✓	
6.15	Vendor Partner must maintain a toll free technical support line open 8 a.m. Eastern Time zone until 5 p.m., Pacific Time zone, Monday through Friday. Calls must be answered by a live US technician.	✓	
6.16	Vendor Partner must have a 24-hour toll-free order fax line.	✓	
6.17	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for cost of any returned product due to a pricing error.	✓	
6.18	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.	✓	
6.19	Orders that are \$50.00 or more shall include free shipping and handling. Vendor Partner shall bid a flat rate for all orders that are less than \$50.00 regardless of where to be shipped in the continental United States. Any deviations or exceptions shall be noted.	✓	

7. Product | Category Specific Specifications

Describe your company's ability to meet the following Product | Category specifications:

7.0 Minimum Requirements: General (Applies to all categories)			
Item	Description	Comply	Deviate
7.0.1	All product lines must meet or exceed all standards set by the National Consumer Protection Agency, Underwriters Laboratories, Environmental Protection Agency and the National Association of Hardware Retailers.	✓	
7.0.2	All product labels shall be in full compliance with applicable OSHA laws. For products that are purchased in large drums or containers for use in smaller containers, sufficient secondary product labels for each item sold must be provided to the buyer at no additional cost. Secondary labels must be suitable for application and use on member's gallon bottles, spray bottles, or other bottles that are commonly used by custodians. The labels must be resistant to deterioration by contact with water or chemicals. All secondary labels shall have the information necessary for full compliance with applicable OSHA Hazard Communication Standards.	✓	
7.0.3	The following products must be approved and so labeled by Underwriters Laboratories (UL) for slip resistance: non-buffing type seal-finish water emulsion floor sealer; waterborne epoxy wood floor finish; dust mop treatment; detergent, germicidal, and quaternary ammonium floor cleaners; all-purpose cleaners; all-purpose neutral cleaner; high gloss restorer; water emulsion type floor finish; detergent resistant water emulsion type floor finish; 100% #1 prime carnauba water emulsion type floor wax.	✓	



Association of Educational
PURCHASING AGENCIES

INVITATION FOR BID

AEPA IFB #015-C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

*** CATEGORIES WILL BE CONSIDERED SEPARATELY *
BIDDERS ARE NOT REQUIRED TO CARRY PRODUCTS IN EACH CATEGORY**

PART C – BID FORMS

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BID SUBMITTAL INSTRUCTIONS

1. Bid submission instructions can be found in Part A: Terms and Conditions, Section II, F: Bid Submission of this solicitation. Bidders are reminded that failure to follow, comply with, and adhere to these instructions of this solicitation may result in their response being deemed non-responsive.
2. It is the bidder’s responsibility to ascertain that all documents submitted have been saved completely and appropriately to the CD or flash drive. Bidders should test both of the CDs or flash drives on computers independent from the system on which they were created to make sure the documents can be opened. Electronic media that cannot be opened by the bid committee may result in the rejection of the proposal.
3. AEPA, its member agencies, affiliate agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.

**AEPA IFB #015 - C
CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM,
AND SAFETY SUPPLY CATALOG**

Bid Proposal Table of Contents

Bidder QUILL CORPORATION
 Name of Authorized Representative Shira Goodman
 Office Address 100 Scheller Road, Lincolnshire, IL 60009
 Time Zone: Eastern Central Mountain Pacific
 Telephone 800.634.4809 Fax 800.789.2016
 Email bid@quill.com Website WWW.QUILL.COM

Instructions: Please complete the table below with the information for the documents included in this bid proposal. The bidder is reminded that two identical copies of this material on electronic media, either two (2) CDs or two (2) flash drives, are required.

Form	Folder	Document Title on CD or Flash drive	Format (i.e., Word, PDF, Excel)	Notes
Table of Contents	A		PDF	
FORM A Bid Affidavit	A		PDF and hard copy	Signature and notarization required
FORM B Acceptance of Bid & Contract Award	A		PDF and hard copy	Signature required
FORM C Serv. Questionnaire	A		PDF	Signature required
FORM D Company Info	A		PDF	Signature required
Letter of Line of Credit or Annual Report (See Form D)	A		PDF	
FORM E Exceptions-T & Cs	A		PDF	Signature required
FORM F Deviations	A		PDF	Signature required
State Specific Required Forms (See Part A)	A		PDF	Signature required per form instructions
FORM G Discount & Pricing Schedule	B		PDF	Signature required
Form G Excel Workbook- Discount Pricing Schedule includes: G.1, G.2 (Required) & G.3, G.4 (Optional)	B		Excel	
G.5 Warranties, Additional Services (Optional)	B		PDF	
G.6 Additional Discounts (Optional)	B		PDF	
Catalogs/price lists	B		PDF	

AEPA BID FORM A: BID AFFIDAVIT

AEPA IFB #015 - C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

Instructions: This form must be signed by the bidder's authorized representative and notarized below. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If awarded, the bidder is required to produce a copy of this document for each of the member agencies with which it contracts.

- 1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the Member Agency, or any employee thereof, or any person, firm or corporation under contract with the Member Agency whereby the bidder, in order to induce the acceptance of the foregoing bid by the Member Agency, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of Member Agency, Member Agency, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturers to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E, F and G of these bid forms.

Shira Goodman

Authorized Representative (Please print or type) President NA Commercial

Title (Please print or type)

[Signature]

Signature of Authorized Representative

100 Scheller Rd.

Mailing Address

Lincolnshire, IL 60009

City, State, Zip

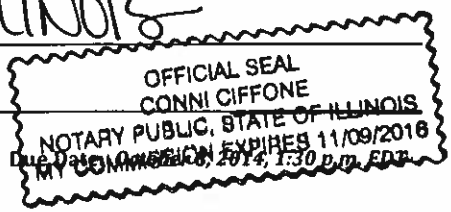
10/2/14 800.634.4809

Date Phone

Subscribed and sworn to before me this 2nd day of October 2014

Notary Public in and for County of LAKE State of ILLINOIS

My commission expires: Signature [Signature]



AEPA FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD
AEPA IFB #015 - C
CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and saved to Folder A, and a completed and signed paper version must be included in the package. If approved by AEPA, the bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name QUILL CORPORATION Date 10/2/14
 Company Address 100 Scheffer Rd. City Lincolnshire State IL Zip 60069
 Contact Person Shira Goodman Title President NA Commercial
 Authorized Signature (ink only) [Signature] Title _____
 Email Address bid@quill.com Phone 800.634.4809

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2016 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Agency Executive _____

Awarded this _____ day of _____ Contract Number _____

Contract to commence (Member Agency to select): _____ or March 1, 2015
 (Enter date)

AEPA FORM C: SERVICE QUESTIONNAIRE FOR BIDDER

AEPA IFB #015 -C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

Instructions: Please respond to Yes/No and choice questions by using an (X). If a text reply is required, respond in the space below. Scan this form and any attachment pages into a single document and convert to a PDF file. Follow the instructions for titling the file and file organization under Part A, Section II Bid Procedures, F. Bid Submission, 2. Format of Bid Submittal.

Note: As part of evaluating the Bidder's qualifications, the following is being requested and the Bidder is forewarned failure to respond and/or meet the minimum specifications in these areas, may deem their response as non-responsive.

1. My company is submitting a bid(s) for the following sub-categories:

- Custodial Supplies
- Custodial Equipment
- Rest Room / Break Room Supplies
- Safety Supplies

2. The following chart indicates which AEPA Member States intend to participate in this bid category. Please place an "X" in response to questions in the last three (3) columns. **Note: A Bidder must be willing and able to deliver the proposed products and/or services to ninety (90%) of the participating AEPA Member States.**

AEPA Member States	Participate in this bid category?	Has your company sold these products/services in these states for the PAST THREE YEARS?	If awarded a contract, which states does your company PROPOSE TO SELL IN?	Indicate which states your company has sales reps, distributors or dealers in.
California	Yes	X	X	X
Colorado	Yes	X	X	
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Indiana	Yes	X	X	
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	
Michigan	Yes	X	X	
Minnesota	Yes	X	X	
Missouri	Yes	X	X	X
Montana	Yes	X	X	
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	
Ohio	Yes	X	X	X

AEPA Member States	Participate in this bid category?	Has your company sold these products/services in these states for the PAST THREE YEARS?	If awarded a contract, which states does your company PROPOSE TO SELL IN?	Indicate which states your company has sales reps, distributors or dealers in.
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	X
Texas	Yes	X	X	X
Virginia		X	X	
Washington		X	X	
West Virginia	Yes	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes	X	X	

2. e-commerce: Does this company have an e-commerce website? YES NO
 If YES, what is the website? WWW. QUILL.COM

3. Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

- a. Does this company have online customer support option? YES NO
- b. Does this company have a toll-free customer support phone option? YES NO
- c. Does this company offer local customer and support service options? YES NO

d. Describe the type, level, available and location(s) of your customer and support service options, including number of dedicated customer/support staff and hours of operation.

*SEE Attached

4. Training: If applicable, does this company offer customer training for the products and services sold?
 YES NO

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

*SEE Attached

5. Pricing:

- a. Is your pricing methodology guaranteed for the term of the contract? YES NO
- b. Will you offer customized price lists to Participating Entities as required per the Pricing terms of Part A?
 YES NO
- c. Will you offer hot list pricing (optional) as described in the Pricing terms of Part A?
 YES NO
- d. Will you offer Volume Price Discounts as described in the Pricing terms of Part A?
 YES NO

#3d.

The AEPA/Quill.com relationship will be managed by the following 3 individuals: Justin Sampsel, Ryan Spiegel, and Jonathan Warwick. All of the aforementioned individuals have the ability to travel anywhere within the United States as needed to service the AEPA account. Quill.com also offers a dedicated customer service line and interactive chat line which are available Monday through Friday 6 am to 6 pm CST and Saturday 8 am to 12 pm CST.

#4. Training

Quill.com will:

- Host quarterly team meetings to train and retrain sales associates on our TCPN offerings
- Conduct one-on-one coaching and sales training where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEPA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates

6. **Competitiveness:** In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume. Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume? YES NO

Indicate which of the following apply and the level of competitive range you are offering in response to this IFB. ** SEE ATTACHED MOST FAVORED CUSTOMER PRICING*

- Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.
 Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____ %

7. **Cooperative Contracts:** Does your company currently have contracts with other cooperatives (local, regional, state, national)? YES NO

If YES, identify which cooperatives and the respective expiration date(s).

TCPN - 3/1/2015
REMC - 1/1/2015

If YES and your company is awarded an AEPA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

QUILL.COM IN DUE DILIGENCE, WILL QUALIFY POTENTIAL AEPA CUSTOMERS + MAX THE RECOMMENDATION OF ENROLLMENT TO THE AEPA PROGRAM WHEREVER POSSIBLE. QUILL.COM WILL

8. **Administrative Fee:** Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. *WHAT IS BEST FOR THE CUSTOMER*

- a. The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
- b. The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to adjusted the AEPA Member Agency's price.
- c. The pricing for the products and/or services includes all (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

9. **Shipping & Handling:**

Orders that are \$50.00 or more shall include free shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?

\$ *0*

10. **Product Returns:** Does your company have a return policy? YES NO

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). *SEE ATTACHED RETURN POLICY*

11. **Payment Terms:** Will you offer AEPA Buyer's a quick pay discount? YES NO

If YES, what is the discount? _____ % Net _____

12. **Leasing:** Do you offer leasing arrangements under this bid? YES NO

If YES, remember to indicate the rate factor and other cost factors on the Pricing spreadsheet(s).

13. **If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:**



Most Favored Customer Pricing. If, during the Term, Supplier provides Products to another customer similar to Buyer, with similar volume requirements, order size, quantities and mix of products and services, delivery schedule, and geographic areas as Buyer, and offers similar discounts, rebates, and guarantees as those offered to Buyer under this Agreement, at prices that are lower than the prices set forth in this Agreement, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above. Notwithstanding the foregoing, **Quill reserves the right not to sell any Products below supplier purchase order cost.**



Return Policy:

If there's a problem with your order or you need to make a return, we will do whatever it takes to make it right. Unless otherwise noted below, merchandise must be returned within 60 days for full credit, refund or replacement. Machines and furniture must be returned in the original box.

Technology and Electronic Items: Non-defective technology and electronics items such as, but not limited to, electronics, printers, copiers, multifunction/fax machines, peripherals, networking, computer hardware, cameras, scanners, PDAs, monitors, multimedia projectors, and video equipment must be returned within 30 days and meet the following conditions: All computer product returns will be inspected and must be 100% complete. Returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts, and accessories. Defective products must be handled under each manufacturer's guidelines.

Vending Equipment: The following policy covers non-defective vending equipment that includes, but is not limited to, bulk vending machines (gumball machines), electronic and mechanical snack machines, beverage machines, change machines and accessories. Defective products must be handled under each manufacturer's guidelines. Items must be returned within 30 days and meet the following conditions: The box must contain all original packing materials (where applicable), all product documentation as well as all parts and accessories with the UPC codes on the exterior. All returns will be inspected and must be 100% complete. All free items included with a specific product purchase must be returned as well to receive credit.

Non-perishable free items included with a specific product purchase must be returned as well to receive credit.

Software: Software must be returned in the original, unopened packaging within 30 days from receipt of product for a full credit, return or replacement unless noted by the manufacturer. Any defective software must be returned within 30 days and will be exchanged for the exact same software. Software licensing varies by manufacturer; call 1-800-789-1331 for details. Multiple licenses may not be returned beyond 30 days for any reason unless authorized by the manufacturer.

Computers/Laptops: You must have all of your original packaging and documentation. All notebooks/laptops must be returned within 14 days of receipt of product for a full credit or refund. Defective products must be handled under the guidelines stated in the warranty and repair policy sheet included with the product. All returns will be inspected and must be 100% complete. Notebook/Laptop returns must contain all original packing materials (including box), UPC codes on the box, all product documentation, parts and accessories.

No.	Responsibilities of an AEPA Vendor Partner	Yes	No
1	Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the contract.	✓	
2	Train and educate sales staff on what the AEPA cooperative contract is including pricing, who can order from the contract (by state), terms/conditions of the contract and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	✓	
3	Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	✓	
4	Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	✓	
5	On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.	✓	
6	On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.	✓	
7	Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	✓	
8	Attend two (2) AEPA meetings each year (see Part A, page 9).	✓	
9	Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	✓	
10	Increase sales over the term of the contract with all participating AEPA Member Agencies.	✓	

Signature 
Must be same signature as on Bid Affidavit Signature and Acceptance Forms

AEPA FORM D: COMPANY INFORMATION

AEPA IFB #015 -C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

COMPANY CONTACT INFORMATION

Company Name: QUILL CORPORATION Website: WWW.Quill.com
Company Address: 100 Scheller Rd.
City: Lincolnshire State: IL Zip: 60009
Contact Person: JUSTIN SAMPSEL Title: VERTICAL MARKET MANAGER
Contact Phone: 800.1034.4809 Contact Email: bid@quill.com

BACKGROUND

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a public company privately owned company.
In what year was this business started under its present name? 1950
Under what other or former name(s) has your business operated? N/A

Is this business a corporation? No Yes. If yes, please complete the following:

Date of incorporation: 12/15/77 State of incorporation: Delaware
Name of President: Shira Goodman
Name(s) of Vice President(s): Sergio Pereira
Name of Secretary: _____
Name of Treasurer: _____

*SEE Attached certificate of Authority

Is this business a partnership? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____
Type of partnership, if applicable: _____
Name(s) of general partner(s): _____

Is this organization individually owned? No Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____
Name of owner: _____

This organization is a form other than those identified above. No Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.



100 Schelter Road
Lincolnshire, IL 60069
P: 800.634.4809
F: 800.789.2016
www.quill.com

Certificate of Authority

The undersigned officer of Quill Corporation (the "Company") hereby certifies and that the below-named employees of the Company are authorized and empowered to make, enter into, sign, seal and deliver in behalf of the Company a contract for office and school supplies and a performance bond in connection with such contract:

Shira Goodman
Sergio Pereira
Kenneth M. Wnek
Kayrle Sieber
Kevin Wood
Matt Taylor
Colin Doherty
Barbara Slotten

President NA Commercial
Senior Vice President
Vice President of Sales
Vice President of Marketing
Vice President of Merchandising
Director of Finance
Director of Sales
National Sales Manager

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on
10/2, 2014

Signature

Shira Goodman, President NA Commercial
Print Name & Title

Corporate Seal

September 2014

COMPANY HEADQUARTER LOCATION

Company Address: 100 Scheller Rd.
 City: Lincolnshire State: IL Zip: 60069
 Main Phone Number: 800.634.4809 How long at this address? 58 years

COMPANY BRANCH LOCATIONS

Branch Address: * SEE ATTACHED LOCATIONS
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____
 Branch Address: _____
 City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2011, 2012 and 2013 YTD in the United States by the various public segments:

	2011	2012	2013 YTD
K-12 (public & private), Educational Service Agencies	\$123,937,890	\$125,050,982	\$123,431,426
Higher Education Institutions	\$14,817,623	\$14,131,921	\$12,805,430
Counties, Cities, Townships, Villages	\$134,315,276	\$132,307,714	\$128,251,529
States	\$	\$	\$
Other Public Sector & Non-profits	\$	\$	\$
Private Sector	\$833,654,619	\$805,98,736	\$876,328,743
TOTAL	\$1,106,725,407	\$1,137,615,413	\$1,140,817,130

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	JUSTIN SAMPSEL	Vertical Market MGR	847.876.4239	JUSTIN.SAMPSEL@QUILL
Sales Manager	Ryan Spiegel	National Sales MGR	402.651.5094	RYAN.SPIEGEL@QUILL.COM
Customer & Support Manager	JUSTIN SAMPSEL	Vertical Market MGR	847.876.4239	JUSTIN.SAMPSEL@QUILL



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

4510 Alitalia Ave.
Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

Function	Name	Title	Phone	Email
Distributors, Dealers, Installers, Sales Reps				
Consultants & Trainers		N/A		
Technical, Maintenance & Support Services				
Quotes, Invoicing & Payments				
Warranty & After the Sale				
Financial Manager				

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the United States by completing the following: (To insert more rows, hit the tab key from the last field in the State column.)

Number of Sales Reps	City	State
65	MAITLAND	FLORIDA
80	LINCOLNSHIRE	ILLINOIS
*SEE ATTACHED FIELD SALES TEAM W/ LOCATIONS		

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: (To insert more rows, hit the tab key from the last field in the State column.)

Center Type	City	State
*SEE ATTACHED WAREHOUSE LOCATIONS		

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation. *SEE ATTACHED IN HOUSE RESOURCES

MARKETING

1. **Key Marketing Contact(s):** List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). (To insert more rows, hit the tab key from the last field in the State column.)

Name	Title	Phone	Email
JUSTIN SAMPSEL	VERTICAL MARKET MGR.	847.876.4239	JUSTIN.SAMPSEL@QUILU.COM
JAMIE BATGERT	MARKETING ASSOCIATE	800.631.4809	JAMIE.BATGERT@QUILU.COM

Field Sales Team

- 1-Orlando/Tampa, FL
- 1-Cleveland, OH
- 1-Nashville, TN
- 1-Chicago, IL
- 1-Milwaukee, WI
- 2-State of Iowa
- 2-States of Missouri & Kansas
- 2-States of Missouri & Illinois
- 1-States of Connecticut & New York
- 1-State of Pennsylvania
- 1-State of Oklahoma
- 3-State of Texas
- 1-State of Arizona
- 2-State of California
- 1-State of New Mexico



Size and Location of Inventory

500 E High St.
London, OH 43140
Sq.Ft.= 500,000 # of Skus = 18,299

19499 NE Riverside Pkwy.
Portland, OR 97230
Sq.Ft.= 199,799 # of Skus = 15,088

200 Bromley Business Pkwy
Brighton, CO 80603
Sq.Ft.= 300,000 # of Skus = 13,445

15 Ridge Road
Putnam, CT 06260
Sq.Ft.= 327,917 # of Skus = 14,420

3140 Colley Road
Beloit, WI 53511
Sq.Ft.= 399,695 # of Skus = 17,036

7701 Staples Drive
Lithia Springs, GA 30122
Sq.Ft.= 399,695 # of Skus = 18,098

3 Keystone Drive
Lebanon, PA 17042
Sq.Ft.= 221,313 # of Skus = 16,068

4510 Alitalia Ave.
Stockton, CA 95206
Sq.Ft.= 327,840 # of Skus = 14,463

1400 N. Cambridge Ave.
Kansas City, MO 64120
Sq.Ft.= 244,200 # of Skus = 16,099

1133 Poplar Creek Rd.
Henderson, NC 27537
Sq.Ft.=149,000 # of Skus = 13,300

125 Mushroom Blvd.
Rochester, NY 14623
Sq.Ft.=178,000 # of Skus = 13,300

8602 W. Buckeye Rd., Suite 103
Tolleson, AZ 85353
Sq.Ft.=272,000 # of Skus = 19,000

10701 Central Port Dr.
Orlando, FL 32824
Sq.Ft.= 555,000 # of Skus = 15,081

440 S Royal Ln.
Coppell, TX 75019
Sq.Ft.= 179,000 # of Skus = 9,496

5440 Francis St.
Ontario, CA 91761
Sq.Ft.= 221,000 # of Skus = 15,515

In-house Resources

Number of Employees: 788

70 Inside Sales associates that manage Education and Commercial National Accounts

62 Inside Sales associates manage Commercial National Accounts

25 Sales Support Associates (Bids & Admin)

2. **Marketing Activities:** Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012 – 2013 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

* SEE Attached

3. **Cooperative Marketing:** Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

* SEE Attached

4. **Sales Training:** Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

* SEE Attached

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

* SEE Attached Green Initiatives

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

* SEE Attached Green Initiatives

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.

DISCLOSURES

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2010, 2011 and 2012). This letter should state the line of credit as a range (ie., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter.
2. **Legal:** Does this business have actions currently filed against it? No Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

#2 Marketing Activities: Describe how this company marketed its products and services to schools and other public sector audiences in Fiscal Year 2012-2013 (July 1 – June 30) List all conventions, conferences and other events at which this company exhibited.

- Utilize its sales force, comprised of 200 associates servicing commercial and education accounts throughout the United States to create and drive Quill and AEPA awareness
- Qualify accounts by having our sales team look at the overall performance of an account to determine opportunities to implement the AEPA pricing structure
- Enlist our marketing team to engage customers and enhance awareness through various channels including but not limited to emails, mailings, web and print ads and AEPA order form creation

Shows attended in 2013

MSBO (REMC)-Iowa ASBO (AEPA)-MACUL (REMC)-OKASBO (AEPA)-AEPA Spring Conference-Vision Source-Grec Administrative Day-ALA-VLTA-FOE-PAEC (AEPA)-AASBO (AEPA)-NMCEL (AEPA)-Brightstar-TASBO-AEPA Winter Conference

#3 Cooperative Marketing: Describe ways in which this business can collaborate with Member Agencies in marketing the bid.

- Quill.com has the ability to collaborate with Member Agencies in the following ways...
Co-branding of marketing materials like sell sheets, flyers, catalogs and tradeshow giveaways.
Quill.com is able to participate in onsite trainings when available and also provide raffle/door prizes for AEPA sponsored events.

#4 Sales Training: Explain how your company will education your sales staff on the AEPA contract including timing, methods, etc.

Quill.com will do the following....

- Host quarterly team meetings to train and retrain sales associates on our AEPA offerings
- Conduct one on one coaching and sales trainings where needed
- Employ 2 full time sales coaches to enhance our team's selling abilities on an ongoing basis
- Establish Justin Sampsel as the main point of contact for the AEPA/Quill relationship
- Provide ongoing training and coaching for AEOA sales opportunities
- Leverage the relationship with key contacts within AEPA in order to further educate our sales associates

Green Initiatives

Our Commitment to the environment

Quill Corporation (Quill.com) is a subsidiary of Staples, Inc. Quill Corporation is committed to helping the environment. We've focused on reducing our footprint, promoting green initiatives and providing eco-conscious products to our customers. Quill.com manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. To meet our environmental goals, we're taking a multifaceted approach across our entire business.

Green Initiatives

- Energy efficiency
- Renewable power investment
- Green building design
- Reducing the carbon impact of our delivery fleet
- Recycling programs
- Responsible purchasing

Office supplies

Stock your office with eco-conscious office supplies, including products with a minimum of 20% post-consumer recycled content, third-party certifications and other eco-design elements.

Facility solutions

Quill.com's Facilities team offers an extensive line of eco-conscious janitorial and maintenance products so you can balance the needs of your building and your desire to be environmentally responsible.

From the break room to the boardroom, Quill.com offers several safer alternatives for both you and the planet at a great price.

We offer:

Safe and effective cleaning chemicals

Remanufactured toner cartridges

Paper products made from sugarcane waste

Furniture solutions

Our Quill.com's Furniture team is committed to helping you develop responsible facilities, with a broad range of services and eco-conscious furniture products that meet leading third-party environmental standards.

Technology solutions

Quill.com Technology Solutions offers a wide range of products and services for all your sustainability needs, including remanufactured toner and data cartridges, ENERGY STAR® certified hardware and asset disposition.

Promotional products

With energy-efficient, organic, recycled and even biodegradable options, Quill.com Promotional Products® will make sure you have the right items to promote your brand and become more sustainable in the process.

Printing services

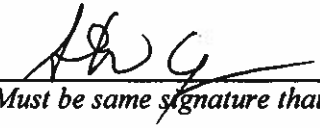
Quill.com Print Solutions features eco-conscious print materials and waste-reducing print-on-demand service to help reach your environmental goals, and we're proudly recognized by the Forest Stewardship Council™ and the Sustainable Forestry Initiative.

Disclosures

#1: Staples, Inc. (“Staples”) is the parent corporation of Quill Corporation. Staples is a public company regulated by the Securities and Exchange Commission (“SEC”). For information concerning Staples’ financial statements, please see Staples’ quarterly and annual reports filed with the SEC, which are available at www.staples.com.

Provide contact information of your company's ten largest public agency customers:

	Agency	Name	Title	Phone Number	Email
1.	* SEE ATTACHED REFERENCES				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Signature 

Must be same signature that appears on the Bid Affidavit Signature and Acceptance Form



REGION 16 EDUCATION SERVICE
806/677-5000
5800 BELL ST
AMARILLO, TX 79109

GRANTS CIBOLA COUNTY SCHOOLS
505/285-2619
PO BOX 8
GRANTS, NM 87020

ALBUQUERQUE PUBLIC SCHOOLS
505/880-3700
PO BOX 25704
ALBUQUERQUE, TX 87125

ARCHDIOCESE OF MILWAUKEE SCHLS
SHIRLEY HORN 920/753-7500
ST LAWRENCE SEMINARY SCHOOL
301 CHURCH ST
MOUNT CALVARY, WI 53057

MILFORD BOARD OF EDUCATION
DEBBIE NESPOLI 203/783-3445
70 W RIVER ST
MILFORD, CT 06460

FARMINGTON MUNICIPAL SCHOOLS
DENISE STOKES 505/324-5009840
PO BOX 5850
FARMINGTON, NM 87499

PERRY COUNTY BD OF EDUCATION
JODY MAGGARD 606/439-5813
PO BOX 278
CHAVIES, KY 41727

DEMING PUBLIC SCHOOLS
VANESSA MILO 505/546-8841
1001 S DIAMOND AVE
DEMING, NM 88030

DADE COUNTY SCHOOL BOARD
DANIEL GARCIA 305/995-1624
1450 NE 2ND AVE
MIAMI, FL 33132

TRAVIS COUNTY PURCHASING OFC
ROSE GARCIA 512/473-9700
PO BOX 1748
AUSTIN, TX 78767

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

AEPA IFB #015 - C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions. If creating a facsimile, the bidder is reminded to use the heading above, and include the bidder name and signature at the end.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A or B of this IFB.
- YES, this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page	Outline Number	Term or Condition	Exception
Sec. C, pg. 7	9	Delivery	*SEE Attached Delivery Policy
A, pg. 11	V	Audit Rights	SEE Attached Exclusions
A, pg. 12	V	Comm. Available CAPSUS	
A, pg. B, 20	V	Most Advantageous Pricing	
A, pg. H, 23, 24	V	Delivery Terms	
B, Sec. 5	S.1	Special Terms	
A, pg. 17	V	Indemnification	

Signature 
 Must be same signature that appears on Bid Affidavit and Acceptance Forms

AEPA FORM E: EXCEPTIONS TO TERMS AND CONDITIONS

IFB Section and Page	Outline Number	Term or Condition	Exception
Part A, page 11	V	Audit Rights	<p><i>Proposed language to be added to the end of this section:</i></p> <p>To the extent permitted by applicable law, the audit shall be conducted in accordance with the following:</p> <p>During the Term and for a period of twelve (12) months thereafter, Vendor Partner will upon not less than thirty (30) calendar days' prior written request, make available to Buyer no more than once per calendar year, at Vendor Partner's corporate offices, during normal business hours, the information from Vendor Partner's contract administration application pertaining to all invoices sent by Vendor Partner and payments made by Buyer for all products and services purchased by Buyer under this contract during the twelve (12) month period immediately prior to the date of Buyer's written audit request. Buyer may employ an independent auditor or consultant, or Buyer may choose to conduct such audit on its own behalf. Vendor Partner shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement with Vendor Partner, Vendor Partner will permit the auditor to review the relevant documents. Buyer shall be responsible for paying the fees and costs of any auditor or consultant. Vendor Partner reserves the right to charge a reasonable fee for the preparation and delivery of audit reports provided to Buyer or any auditor or consultant hired by Buyer. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Vendor Partner or Buyer shall promptly reimburse or pay the affected party, as applicable. AEPA and Buyer may not conduct duplicative audits.</p>
Part A, page 12	V	Commercially Available Catalog	<p><i>Propose that the language be replaced in the entirety with the following language:</i></p> <p>"The list of products and/or services set forth in Form G, which may be amended from time to time by Vendor Partner and AEPA."</p>
Part A, page 13, 20	V	Cooperative Purchasing Contracts; Most Advantageous Pricing	<p>We propose to modify the language follows:</p> <p>Notwithstanding anything to the contrary, if, during the term, Vendor Partner provides products to another customer similar to AEPA, with similar volume requirements, order size, quantities and mix of products and services, delivery</p>

			<p>schedule, and geographic areas, and offers similar discounts, rebates, and guarantees as those offered under this contract, at prices that are lower than the prices set forth in this contract, then such lower prices shall be extended to Buyer, effective as of the time they were applicable to such other similar customer as described above; provided that Vendor Partner reserves the right not to sell any products below its purchase order cost.</p>
<p>Part A, page 14; p. 23, p. 28</p> <p>Part B, Section 5</p>	<p>V</p> <p>5.1</p>	<p>Delivery Terms: Improper delivery; Defective Goods;</p> <p>Special Terms and Conditions</p>	<p>We propose that these sections be replaced by the following language:</p> <p>Notwithstanding anything to the contrary, Vendor Partner's warranty and return policy shall govern, as follows:</p> <p>Vendor Partner expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer. Vendor Partner expressly warrants that all Vendor Partner-branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor Partner's samples, if any. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR PARTNER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Liquidated Damages</p>	<p>We propose to remove this language, which appears suited for construction, or installation, or other services transactions as opposed to the sale of goods.</p>
<p>Part A, page 14</p>	<p>V</p>	<p>Delivery Terms: Default in One Installment to Constitute Total Breach</p>	<p>We propose to remove this term given the context/industry and purpose of this agreement. This term appears suited for supply chain agreements.</p>
<p>Part A, page 17</p>	<p>V</p>	<p>Indemnification</p>	<p>We propose to clarify that this language governs <u>third party</u> claims.</p>

AEPA FORM F: DEVIATIONS

AEPA IFB #015-C

Bid Category: Custodial Supply, Custodial Equipment & REST ROOM, BREAK ROOM & SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS:

1. If "no" is checked below, complete this form by signing it at the bottom.
2. If "yes" is checked below, either insert answers into this form or create a facsimile in a Microsoft Word table format to provide narrative explanations of exceptions. If creating a facsimile, the bidder is reminded to use the heading above, and include the bidder name and signature at the end.
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Scan this form plus any attachments into a single PDF document.
5. Title the file as per the instructions under Part C (this section), page 2, and save to Folder A.
6. Exceptions to local, state or federal laws cannot be accepted under this bid.

- NO, this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B.
- YES, this bidder has the following deviations to the specifications listed in Part B.

Outline Number from Part B	Specification (describe)	Details of Deviation
7.0.10	JUST IN TIME DELIVERY	* See Attached Delivery Policy

Signature 
Must be same signature that appears on Bid Affidavit and Acceptance Forms



Delivery

- 99% in stock rate, 98% on time delivery
- **Standard Shipping** is via UPS or Local Carrier within 1-2 business days (Mon-Fri) ARO.
 - UPS automatically provides inside delivery (the driver will bring the merchandise inside to a main location-no desk top delivery).
 - Standard shipping for items w/prefix of JV are normally 1-2 business days ARO, however, large quantities of an item may require longer delivery times-up to 5-7 business days ARO
 - No shipping or processing fees.
- **Large Volume Orders** may ship via Truck - Tailgate Delivery within 2-7 business days ARO.
 - Tailgate Delivery means the driver is only responsible to get cartons to the end of the truck and customer is responsible for unloading and bringing inside the building. No shipping or processing fees
 - A call 24 hours before a truck delivery can be arranged at no charge.
 - Lift gates (cargo lift) can be requested for truck orders at no charge- you must note the PO.
 - For an additional fee of \$25.00 the driver will assist in unloading cartons from truck and bringing inside the building.
 - Installation and or set/up is not included. Additional charges will apply based on weight and site conditions. Please call for quote.
 - Pallet size is 48" X 42"
 - We cannot guarantee full carton shipments due to our automated order system.
 - In order to provide prompt delivery of your order, we may have to utilize stock from multiple warehouse locations.
 - We cannot guarantee palletized shipments for large orders due to our automated order system.
 - For us to ship larger quantities and provide prompt delivery service, we may have to utilize stock from multiple warehouse locations.
- Quill's Future Delivery option enables a school to plan for future needs while securing today's low sale prices
 - Schedule delivery and billing up to 4 months from the time of submitting your order Just write "Future Delivery" on your purchase order and the date you want the order to ship. If ordering online, simply click "Delayed Shipment" on the checkout screen.

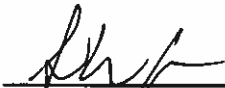
CERTIFICATION OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Association of Educational Purchasing Agencies (AEPA) solicitation on behalf of all Michigan public entities (the "Participating Entity"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to provide a response to a solicitation for three (3) years from the date it is determined that the person has submitted the false certification.

QUILL CORPORATION

Name of Company



Signature of Authorized Representative

Shira Goodman

Name of Authorized Representative

President NA Commercial

Title of Authorized Representative

10/2/14

Date

To be completed and signed below.

Return with bid.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the bid. However, the MRESC will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes
 No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. Yes
 No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "NO" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract_compliance/

- Click on "Forms" and then "AA302" and "Instructions" under the heading "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the MRESC within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Quill Corporation

Address 100 Scheller Rd.

City, State, Zip Lincolnshire, IL 60069

Name of Authorized Agent Shira Goodman Title President NA Commercial
SIGNATURE [Signature] Date 10/2/14

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 25032

RENEWAL


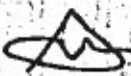
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2015



QUILL CORPORATION
100 SCHELTER ROAD
LINCOLN SHIRE

IL 60069



Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY Certificate of Authority

OFFICE OF TAXATION
TREASURY, N.J. 08646

The person, partnership or corporation named herein is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

permitted in N.J.S.A. 54:32B-1 ET. SEQ.

This authority is granted ONLY for the amount, duration, at the location, and for the purpose
This authorization is null and void if any change of ownership or address is collected

**QUILL CORPORATION
100 SCHELTER RD
LIMCOLNSHIRE IL 68669-3621**

Francis C. Suter

Deputy Director

Tax Registration No: 362-952-904/808

Tax Effective Date: 04-07-02

Document Locator No. 80000000000

Date Issued: 03-22-02

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

08/21/04

Taxpayer Identification# 362-952-904/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

QUILL CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#:

362-952-904/000

SEQUENCE NUMBER:

0843314

ADDRESS:

100 SCHELTER RD
LINCOLNSHIRE IL 60069-3621

ISSUANCE DATE:

08/21/04

EFFECTIVE DATE:

03/13/02

FORM-BRC(08-01)


Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Statement of Suspension or Debarment

STATE OF ILLINOIS
NEW JERSEY/
Specify, of other

COUNTY OF LAKE

I, Shira Goodman of the (City, Town, Borough)
of Lincolnshire State of ILLINOIS of full age,

being duly sworn according to law on my oath depose and say that:

I am President, NA Commercial of the firm
of QUILL CORPORATION the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: Quill Corporation
(Company Name)

By: [Signature]
(Signature of authorized representative)

Subscribed and sworn to before me
This 2nd day of October, 20 14.

[Signature]
(Seal) Notary Public of ~~New Jersey~~ ILLINOIS
Specify Other State

My Commission expires 2014
OFFICIAL SEAL
200NNI.CIFFONE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/09/2016

RETURN WITH BID

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.


The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU.EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature 
Company: QUILL CORPORATION
Name Shira Goodman
Title President NA Commercial

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all

principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 52:34-25.

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- Corporation
- Partnership
- Sole Proprietorship
- Sub Chapter S Corporation
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Other: _____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership," the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company QUILL CORPORATION
 Address 100 Schelte Rd.
 City, State, Zip Lincolnshire, IL 60069

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Share Owned</u>
	NONE		

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature [Handwritten Signature] Date 10/2/11

To be completed and signed below.

Return with bid.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont'd)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

<u>Names of Principals</u>	<u>Title</u>
N / A	

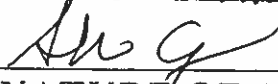
Use additional paper if needed. Check here if additional sheets are attached.

Name of Company Quill Corporation

Address 100 Schelter Rd.

City, State, Zip Lincolnshire, IL 60069

Authorized Agent Shira Goodman Title President NA Commercial



SIGNATURE OF AUTHORIZED AGENT

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Middlesex Regional Educational Services Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Middlesex Regional Educational Services Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Middlesex Regional Educational Services Commission to notify the Middlesex Regional Educational Services Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Middlesex Regional Educational Services Commission and that the Middlesex Regional Educational Services Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Shira Goodman Signature: [Signature]

Title: President NA Commercial Date: 10/2/14

Bidder/Vendor: Quill Corporation



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P.O. BOX 039

TRENTON, NEW JERSEY 08625-0039

Telephone (609) 292-4886 / Facsimile (609) 984-2575

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GAUDAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona	20.	Liquefied Natural Gas Limited
2.	Bank Saderat PLC	21.	Maire Tecnimont SpA
3.	Bank Sepah	22.	Naftiran Intratrade Company (NICO)
4.	Bank Markazi Iran (Central Bank of Iran)	23.	National Iranian Tanker Company (NITC)
5.	Bank Mellat	24.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Melli Iran	25.	Oil India Limited
7.	Bank Tejarat	26.	Panyu Chu Kong Steel Pipe Company, Ltd.
8.	Belaz	27.	Persia International Bank
9.	Belneftkhim (Belarusneft)	28.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	29.	Petroleos de Venezuela (PDVSA Petroleo, SA)
11.	China National Offshore Oil Corporation (CNOOC)	30.	Sameh Afzar Tajak Company (SATCO)
12.	China National Petroleum Corporation (CNPC)	31.	Schwing America, Inc.
13.	China National United Oil Corporation (ChinaOil)	32.	Shandong FIN CNC Machine Company, Ltd.
14.	China Petroleum & Chemical Corporation (Sinopec)	33.	Sinohydro
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	34.	SK Energy
16.	Grimley Smith Associates	35.	SKS Ventures
17.	Indian Oil Corporation	36.	Som Petrol AS
18.	Industrija Nafta (INA)	37.	Sonangol
19.	Kingdream PLC	38.	Zhuhai Zhenrong Company

List Date: January 31, 2014

AEPA BID FORM G: PRICING SCHEDULE SUBMITTAL INSTRUCTIONS

AEPA IFB #015 - C

CUSTODIAL SUPPLY, CUSTODIAL EQUIPMENT AND REST ROOM, BREAK ROOM, AND SAFETY SUPPLY CATALOG

NAME OF BIDDER QUILL CORPORATION

INSTRUCTIONS: *Bidders are reminded as they prepare the discount pricing schedule that they are responsible for administrative fees on purchases to be remitted to Member Agencies. (See Part A of this IFB, Pricing.)*

1. There is one (1) Excel Workbook provided for Bidders to complete with your discounts, pricing, etc. Please note that there are several tabs in the Workbook that should be completed. You must use the provided Excel Workbooks. Pricing must be submitted in the Excel Workbook format with the file name "*Bidder Name Form G—Pricing - Description*."
2. In addition to the provided Excel Workbooks, copies of the bidder's most recent catalog or pricelist showing the products available under this bid should be included as PDF documents.
3. Save all documents to Folder B.

These forms are provided on *individual tabs* on the Excel Workbook provided on the AEPA website:

- G.1. Catalog Discount for Items in a Commercially Available (REQUIRED)** - Complete a form for each catalog bid, reset the 'print area' if lines were added, and save the file according to directions. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid.
- G.2. Full Catalog Price Schedule (REQUIRED)** - Use this tab of the workbook to provide the item information and the Net Effective Bid Price for ALL ITEMS in your catalog. If bidding multiple catalogs, a separate form **MUST** be submitted for each catalog. Copy the original tab and change the tab name to identify the different catalogs bid. The information may be downloaded from your computer system, but must comply with our format.
- G.3. Services Price Schedule (OPTIONAL)** - If your company provides any design, installation, training or support services to support the items you are bidding, use this form to provide your bid prices.
- G.4. Volume Discounts Schedule (OPTIONAL)** - Use this form if your company is offering additional discounts off of the base discounts bid for one time purchases AND for public agencies that group their requirements together (based on their estimated total annual spend for commodity). Each Bidder must specify the dollar ranges required in order for the agency(ies) to receive the additional discount.

Additional Forms that may be provided by Bidder:

- G.5. (Not Provided – Bidder Created) Warranties, Additional Services or Incidental Price Schedule:** Provide a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies.
- G.6. (Not Provided – Bidder Created) Additional Discounts:** If additional discounts/bonuses are available to AEPA members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

Signature _____

Must be same signature that appears on Bid Affidavit and Acceptance Forms

Vendor Name	3rd Qtr 14 Sales	4th Qtr 14 Sales	1st Qtr 15 Sales	2nd Qtr 15 Sales
AEPA BUYS:				
Atlas Track, Inc.	0.00	0.00		
CDW-G	985,741.45	326,078.18		
Daktronics	90,815.00	41,975.00		
Edutone	0.00	0.00		
Interior Systems	0.00			
Konica Minolta	14,997.00	26,484.00		
Kyocera Mita				
Mackin	0.00	0.00		
Midwest Technology	0.00	0.00		
MNJ Technologies	7,960.13	796.13		
Peripole	0.00	0.00		
Point Nationwide				
Progressive Roofing	0.00	0.00		
Quill Instructional	150,358.41	73,915.44		
Quill Kitchen Supplies				
Robert Cohen,LLC	0.00			
School Dude	56,760.75	9,013.83		
Furniture	0.00	0.00		
Schl Supplies	698,696.61	88,071.54		
Sports	3,894.19	161.25		
Ind Arts	0.00	0.00		
Sivic Solutions Group	0.00	0.00		
Staples Custodial				
Staples Office	436,622.05	431,969.26		
Staples Furniture				
Techline Sports Lighting	0.00			
Weather. Tech/Tremco	80,455.28	7,507.79		
AEPA TOTALS	2,526,300.87	1,005,972.42	0.00	0.00
SPECIAL BUYS:				
Academic Superstore/Journey Ed	278,506.00	61,534.32		
Gov Connection	89,876.75	2,077.82		
Softchoice	15,933.07	67,212.60		
Voss Lighting	28,087.87	44,720.59		
SPECIAL BUYS TOTALS:	412,403.69	175,545.33	0.00	0.00
ALL PROGRAMS:	\$ 2,938,704.56	\$ 1,181,517.75	\$ -	\$ -

Total 14/15 Sales	Admin Fee	Expected Comm. Paid	Comm. Paid 3rd Qtr 14	Comm. Paid 4th Qtr 14	Comm. Paid 1st Qtr 15	Comm. Paid 2nd Qtr 15
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0.00	2.00%	0.00	0.00	0.00		
1,311,819.63	2.00%	26,236.39	19,714.83	6,521.56		
132,790.00	2.00%	2,655.80	1,816.30	839.50		
0.00	2.00%	0.00	0.00	0.00		
0.00	2.00%	0.00	0.00			
41,481.00	2.00%	829.62	299.94	529.68		
0.00	2.00%	0.00				
0.00	2.00%	0.00	0.00	0.00		
0.00	2.00%	0.00	0.00	0.00		
8,756.26	2.00%	175.13	159.20	15.92		
0.00	2.00%	0.00	0.00	0.00		
0.00	2.00%	0.00				
0.00	2.00%	0.00	0.00	0.00		
224,273.85	2.00%	4,485.48	3,007.17	1,478.31		
	2.00%	0.00				
0.00	2.00%	0.00	0.00			
65,774.58	2.00%	1,315.49	1,135.22	180.28		
0.00	2.00%	0.00	0.00	0.00		
786,768.15	2.00%	15,735.36	13,973.94	1,761.43		
4,055.44	2.00%	81.11	77.88	3.23		
0.00	2.00%	0.00	0.00	0.00		
0.00	2.00%	0.00	0.00	0.00		
0.00	2.00%	0.00				
868,591.31	2.00%	17,371.83	8,732.56	8,639.50		
0.00	2.00%	0.00				
0.00	2.00%	0.00	0.00			
87,963.07	2.00%	1,759.26	1,641.94	150.16		
3,532,273.29		70,645.47	50,558.98	20,119.57	0.00	0.00

340,040.32	2.00%	6,800.81	5,570.12	1,230.69		
91,954.57	2.00%	1,839.09	1,797.54	41.56		
83,145.67	2.00%	1,662.91	318.67	1,344.25		
72,808.46	3.50%	2,548.30	983.08	1,565.22		
587,949.02		12,851.11	8,669.41	4,181.72	0.00	0.00
\$ 4,120,222.31		\$ 83,496.57	\$ 59,228.39	\$ 24,301.29	\$ -	\$ -

Total Comm. Paid-14-15

0.00
26,236.39
2,655.80
0.00
0.00
829.62
0.00
0.00
0.00
175.12
0.00
0.00
0.00
4,485.48
0.00
1,315.50
0.00
15,735.37
81.11
0.00
0.00
0.00
17,372.06
0.00
0.00
1,792.10
70,678.55
6,800.81
1,839.10
1,662.92
2,548.30
12,851.13
\$ 83,529.68

Vendor Name	3rd Qtr 13 Sales	4th Qtr 13 Sales	1st Qtr 14 Sales	2nd Qtr 14 Sales
AEPA BUYS:				
Aries Technology	0.00	0.00		
Atlas Track, Inc.	0.00	0.00	0.00	0.00
Blackboard	0.00			
BSN Sports				
CDW-G	662,574.96	475,680.64	372,156.47	588,780.79
Daktronics	3,014.00	0.00	0.00	0.00
Edutone	0.00	0.00	0.00	0.00
Emantras	0.00	0.00	0.00	
GroupCast (Sch Reach)	8,743.98	1,075.00	6,720.75	
Interior Systems				
Konica Minolta	0.00	0.00	6,625.00	95,536.00
Kyocera Mita				
Mackin	0.00	0.00	0.00	0.00
Midwest Technology	0.00	0.00	0.00	1,250.04
MNJ Technologies	22,583.38	4,645.02	2,623.68	1,807.04
Peripole	418.10	0.00		
Point Nationwide	0.00	0.00	0.00	0.00
Progressive Roofing	0.00	0.00	0.00	
Quill	134,268.16	66,868.39	74,241.47	108,622.41
Robert Cohen,LLC	0.00	0.00	0.00	0.00
School Dude	43,318.25	22,300.36	2,932.30	5,828.65
School Specialty	461,988.50	48,850.26	64,699.25	594,182.43
Sivic Solutions Group	0.00	0.00	0.00	0.00
Spectrum Furniture	0.00	0.00	0.00	
Staples	441,437.32	373,982.65	363,698.97	502,771.41
Techline Sports Lighting	0.00	0.00	0.00	
Weather. Tech/Tremco	64,419.04	32,953.70	0.00	52,444.99
AEPA TOTALS	1,842,765.69	1,026,356.02	893,697.89	1,951,223.76
SPECIAL BUYS:				
Academic Superstore/Jc	179,608.01	60,616.77	85,202.52	129,164.69
Gov Connection	0.00	0.00	0.00	14,549.96
Net Trekker	32,758.00	1,472.50	1,053.83	9,125.00
Softchoice	115,079.27	39,554.61	107,177.25	24,399.20
Voss Lighting	28,911.42	29,907.59	30,203.43	36,302.26
SPECIAL BUYS TOTAL	356,356.70	131,551.47	223,637.03	213,541.11
ALL PROGRAMS:	2,199,122.39	1,157,907.49	1,117,334.92	2,164,764.87

Tremco= schools pay the admin fee as part of their cost, this sheet will separate the sales & the admin fee
Journey Ed is a program through Academic Superstore that offers Software for Students are Parents to pu

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Total 13/14 Sales	Admin Fee	Expected Comm. Paid
0.00	2.00%	0
0.00	2.00%	0
0.00	2.00%	0
0.00	2.00%	0
2,099,192.86	2.00%	41,983.86
3,014.00	2.00%	60.28
0.00	2.00%	0
0.00	2.00%	0
16,539.73	2.00%	330.79
0.00	2.00%	0
102,161.00	2.00%	2,043.22
0.00	2.00%	0
0.00	2.00%	0
1,250.04	2.00%	25
31,659.12	2.00%	633.18
418.10	2.00%	8.36
0.00	2.00%	0
0.00	2.00%	0
384,000.43	2.00%	7,680.01
0.00	2.00%	0
74,379.56	2.00%	1,487.59
1,169,720.44	2.00%	23,394.41
0.00	2.00%	0
0.00	2.00%	0
1,681,890.35	2.00%	33,637.81
0.00	2.00%	0
149,817.73	2.00%	2,996.35
5,714,043.36		114,280.87
454,591.99	2.00%	9,091.84
14,549.96	2.00%	291
44,409.33	2.00%	888.19
286,210.33	2.00%	5,724.21
125,324.70	3.50%	4,386.36
925,086.31		20,381.60
6,639,129.67		\$134,662.46

», but the schools pa
urchase



Comm. Paid 3rd Qtr 13 Comm. Paid 4th Qtr 13 Comm. Paid 1st Qtr 14 Comm. Paid 2nd Qtr 14

0	0		
0	0	0	0
0			
13,251.50	9,513.61	7,443.13	11,775.62
60.28	0	0	0
0	0	0	0
0	0	0	
174.88	21.5	134.42	
0	0	132.5	1,910.72
0	0	0	0
0	0	0	25.01
451.67	92.9	52.47	36.14
8.1	0		
0	0	0	0
0	0	0	
2,685.36	1,337.37	1,484.83	2,172.45
0	0	0	0
866.37	446.01	58.65	116.57
9,239.77	977	1,292.18	11,883.64
0	0	0	0
0	0	0	
8,828.86	7,479.75	7,274.08	10,055.56
0	0	0	
1,288.38	659.07	0	1,048.90
36,855.17	20,527.21	17,872.26	39,024.61
3,591.73	1,212.11	1,704.05	2,583.29
0	0	0	
655.16	29.45	21.08	182.5
2,301.58	791.1	2,143.55	487.99
1,011.90	1,046.77	1,057.12	1,270.58
7,560.37	3,079.43	4,925.80	4,524.36
\$44,415.54	\$23,606.64	\$22,798.06	\$43,548.97

Total Comm. Paid-13-14

0
0
0
0
41,983.86
60.28
0
0
330.8
0
2,043.22
0
0
25.01
633.18
8.1
0
0
7,680.01
0
1,487.60
23,392.59
0
0
33,638.25
0
2,996.35
114,279.25

9,091.18
0
888.19
5,724.22
4,386.37
20,089.96

\$134,369.21

Vendor Name	3rd Qtr 12 Sales	4th Qtr 12 Sales	1st Qtr 13 Sales	2nd Qtr 13 Sales	Total 12/13 Sales
AEPA BUYS:					
Aries Technology	0.00	0.00	0	0	0
Atlas Track, Inc.	0.00	0.00	0	0	0
Blackboard	0.00	0.00	0	0	0
BSN Sports	0.00	0.00	0	163.14	163.14
CDW-G	590,876.25	388,300.47	375,639.53	694,948.59	2,049,764.84
Daktronics	0.00	0.00	13,011.00	0	13,011.00
Edutone	0.00	0.00	0	0	0
eInstruction	0.00	0.00	0		0
Emantras	0.00	0.00	0		0
GoKnow Mobile Learning	0.00	0.00	0	0	0
GroupCast (Sch Reach)	10,820.52	2,707.35	2,550.00	1,023.75	17,101.62
Husky Truck Center	0.00	0.00	0		0
InterfaceFLOR	0.00	0.00	0		0
Konica Minolta	11,958.66	13,408.00	49,018.37	17,753.00	92,138.03
Kyocera Mita	0.00	0.00			0
Mackin	0.00	0.00	0	0	0
MD Holdings - Affinis	0.00	0.00	0		0
Midwest Technology	607.39	1,585.36	0	1,394.35	3,587.10
MNJ Technologies	20,401.24	9,869.29	6,203.14	42,970.97	79,444.64
Peripole	0.00	0.00	0	0	0
Point Nationwide					0
Polaris	0.00	0.00	0		0
Progressive Roofing				0	0
Quill	112,438.17	61,435.22	65,181.81	100,196.16	339,251.36
Robert Cohen,LLC	0.00	0.00	0		0
School Dude	35,174.50	0.00	1,137.87	4,404.50	40,716.87
School Specialty	408,270.99	61,872.56	66,888.49	472,283.65	1,009,315.69
Sivic Solutions Group	0.00	0.00	0	0	0
Spectrum Furniture	0.00	28.00	0	0	28
Staples (C. Express)	443,830.64	371,530.24	278,765.71	472,283.65	1,566,410.24
Techline Sports Lighting				0	0
Weather. Tech/Tremco	0.00	0.00	0	0	0
AEPA TOTALS	1,634,378.36	910,736.49	858,395.92	1,807,421.76	5,210,932.53
SPECIAL BUYS:					
Academic Superstore/Jc	98,137.55	29,074.50	64,332.68	286,025.07	477,569.80
Gov Connection	1,833.60	0.00	0	0	1,833.60
NE Select Program	0.00	0.00	0	0	0
Net Trekker	22,374.00	2,843.00	0	9,029.96	34,246.96
Softchoice	100,112.56	44,666.97	90,711.79	84,158.67	319,649.99
Voss Lighting	87,551.30	19,862.16	24,621.63	23,068.74	155,103.83
SPECIAL BUYS TOTAL	310,009.01	96,446.63	179,666.10	402,282.44	988,404.18
ALL PROGRAMS:	1,944,387.37	1,007,183.12	#####	\$2,209,704.20	\$6,199,336.71

Staples - Made numerous adjustments in 4th quarter - will show admin fee short by \$42.77 - not really short - tl
 If CDW-G sales for any individual quarter are over \$500,000.00, our admin. Fee will increase
 Nova Net admin fee will vary, it is \$50 for each 12 month license. - or \$50 for every \$1000 yearly license. Ther

Nova Net = Schools pay the admin fee as part of their cost, this sheet separates sales & admin fee, the total is

Tremco= schools pay the admin fee as part of their cost, this sheet will separate the sales & the admin fee, but

NE Select Microsoft Program - We only get 2% of the cost of the license. E-academy adds on additional charge

Journey Ed is a program through Academic Superstore that offers Software for Students are Parents to purcha

	3rd quarter				4th quarter
MONTHLY ACTIVITY:	September	October	November	December	January
	\$-	\$-	\$-	\$-	\$-
NE Select Program					
Admin Fee Received:					
	Total 3rd Q Sales Received:		\$-	Total 4th Q Received to date:	

Admin Fee Expected Co Comm. Paid Comm. Paid Comm. Paid Comm. Paid Total Comm.

2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	3.26	0	0	0	3.26	3.26
2.00%	40,995.30	11,817.53	7,766.01	7,512.79	13,898.97	40,995.30
2.00%	260.22	0	0	260.22	0	260.22
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	342.03	216.41	54.15	51	20.48	342.04
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	1,842.76	239.17	268.16	980.37	355.06	1,842.76
2.00%	0	0	0	124.06	859.42	983.48
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	71.74	0	43.85	0	27.88	71.73
2.00%	1,588.89	408.02	197.39	124.06	859.42	1,588.89
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
2.00%	6,785.03	2,248.76	1,228.70	1,303.64	2,003.92	6,785.02
2.00%	0	0	0	0	0	0
2.00%	814.34	703.49	0	22.76	88.09	814.34
2.00%	20,186.31	8,165.42	1,230.73	1,344.48	8,562.85	19,303.48
2.00%	0	0	0	0	0	0
2.00%	0.56	0	0.56	0	0	0.56
2.00%	31,328.20	8,876.61	7,430.59	5,575.33	9,445.37	31,327.90
2.00%	0	0	0	0	0	0
2.00%	0	0	0	0	0	0
	104,218.65	32,675.41	18,220.14	17,298.71	36,124.72	104,318.98
2.00%	9,551.40	1,959.07	581.53	1,286.45	5,720.00	9,547.05
2.00%	36.67	36.67	0	0	0	36.67
2.00%	0	0	0	0	0	0
2.00%	684.94	447.48	56.86	0	180.29	684.63
2.00%	6,393.00		2,889.58	1,814.24	1,683.20	6,387.02
3.50%	5,428.63	3,064.30	695.18	861.76	807.41	5,428.65
	22,094.64	5,507.52	4,223.15	3,962.45	8,390.90	22,084.02
	\$126,313.29	\$38,182.93	\$22,443.29	\$21,261.16	\$44,515.62	\$126,403.00

this is because of adjustment reports sent for 2nd & 3rd Q 2011 - sent "adjustment" checks but whole report
there will be discrepancies when schools also order training

show so the schools with pay more - show:

February	March	1st quarter		June	2nd quarter		Total Sales
		April	May		July	August	\$-
\$-							Total Admin \$-
		Total 1st Received to date \$-			Total 2nd Q Received to date \$-		

. Paid-12-13

s - some sale

Expected Comm. Paid

\$-

Fee Collected

\$-

Admin fee

not rec'd yet

Vendor Name	3rd Qtr 11 Sales	4th Qtr 11 Sales	1st Qtr 12 Sales	2nd Qtr 12 Sales
AEPA BUYS:				
Advanced Records M	0	0	0	
Aries Technology				0
Atlas Track, Inc.	0	0	0	0
AV Rover	0	0	0	
Blackboard				
BSN Sports	715.79	467.96	0	0
CDW-G	800,228.97	370,297.61	310,405.33	538,471.00
Daktronics				
Edutone				
eInstruction				0
Emantras				
GoKnow Mobile Learning				0
GroupCast (Sch Rea	10,087.25	4,232.25	3,882.50	2,076.75
Husky Truck Center	0	0	0	0
InterfaceFLOR	0	0	0	0
Konica Minolta	18,564.00	5,756.76	10,225.00	20,510.33
Kyocera Mita	0	0	0	0
Mackin				0
MD Holdings - Affinis				0
Midwest Technology	2,305.98	438.43	27.54	995.84
MNJ Technologies	48,182.75	11,596.26	24,237.13	31,398.32
Peripole				0
Point Nationwide	0	0	0	0
Polaris	0	0	0	0
Quill	32,545.83	34,642.83	46,851.27	107,065.14
Robert Cohen,LLC	0	0	0	0
Samson Equipment,	0	0	0	
School Dude	19,304.45	10,530.76	3,289.54	1,861.50
School Specialty	349,461.30	59,989.12	46,833.49	531,586.11
Sivic Solutions Group	0	0	0	0
Spectrum Furniture	0	0	0	0
Staples (C. Express)	398,537.26	408,489.91	378,948.82	413,010.75
Weather. Tech/Trem	0	0	0	83,015.42
AEPA TOTALS	1,679,933.58	906,441.89	824,700.62	1,729,991.16
SPECIAL BUYS:				
Academic Superstore	246,919.57	62,272.78	27,595.62	135,365.04
Centurion Technolog	11,412.27	936	0	0
Collaborative Learnir	0	0	0	0
Division 15 Sales	1,986.60	5,083.20	2,605.64	6,120.12
Educators Virtual Me	0	0	0	0
Gov Connection		0	0	1,752.36
HON / AllMakes	0	0	0	0
Journey Ed	2,100.69	3,326.83	5,139.20	149.95
LanSchool (Stonewai	0	1,871.00	0	0

NE Select Program	2,394.21	3,565.99	690.07	0
Net Trekker	32,250.54	7,517.57	955.86	7,833.54
Nova Net/Pearson	0	0	0	0
Softchoice	117,989.05	85,217.71	59,075.42	123,776.12
Voss Lighting	51,049.57	27,906.13	25,382.39	43,218.32
SPECIAL BUYS TOT	466,102.50	197,697.21	121,444.20	318,215.45
ALL PROGRAMS:	\$2,146,036.08	\$1,104,139.10	\$946,144.82	\$2,048,206.61

Staples - Made numerous adjustments in 4th quarter - will show admin fee short by \$42.77 - not really short
 If CDW-G sales for any individual quarter are over \$500,000.00, our admin. Fee will increase to 2.5%.
 Nova Net admin fee will vary, it is \$50 for each 12 month license. - or \$50 for every \$1000 yearly license. T
 Nova Net = Schools pay the admin fee as part of their cost, this sheet separates sales & admin fee, the tota
 Tremco= schools pay the admin fee as part of their cost, this sheet will separate the sales & the admin fee,
 NE Select Microsoft Program - We only get 2% of the cost of the license. E-academy adds on additional ch
 Journey Ed is a program through Academic Superstore that offers Software for Students are Parents to pur

MONTHLY ACTIVIT`	3rd quarter			
	September	October	November	December
Division 15 Sales	\$423.84	\$494.76	\$1,068.00	\$2,186.76
Admin Fee Received	\$13.77	\$16.08	\$34.71	\$71.07
Total 3rd Q Sales Received:			\$1,986.60	Total 4th Q Received

MONTHLY ACTIVIT`	3rd quarter			
	September	October	November	December
NE Select Program	\$747.58	\$965.27	\$681.36	\$1,043.97
Admin Fee Received:				\$82.44
Total 3rd Q Sales Received:			\$2,394.21	Total 4th Q Received

Total 11/12 Sales	Admin Fee	Expected Comm.	Pa Comm.	Paid 3rd Qtr
0	2.00%	0		0
0	2.00%	0		
0	2.00%	0		0
0	2.00%	0		0
0	2.00%	0		
1,183.75	2.00%	23.68		14.32
2,019,402.91	2.00%	40,388.06		16,004.58
0	2.00%	0		
0	2.00%	0		
0	2.00%	0		
0	2.00%	0		
0	2.00%	0		
20,278.75	2.00%	405.58		201.75
0	2.00%	0		0
0	2.00%	0		0
55,056.09	2.00%	1,101.12		371.28
0	2.00%	0		0
0	2.00%	0		
0	2.00%	0		
3,767.79	2.00%	75.36		47.74
115,414.46	2.00%	2,308.29		963.66
0	2.00%	0		
0	2.00%	0		0
0	2.00%	0		0
221,105.07	2.00%	4,422.10		646.17
0	2.00%	0		0
0	2.00%	0		0
34,986.25	2.00%	699.73		386.09
987,870.02	2.00%	19,757.40		6,989.23
0	2.00%	0		0
0	2.00%	0		0
1,598,986.74	2.00%	31,979.73		7,970.75
83,015.42	2.00%	1,660.31		0
5,141,067.25		102,821.35		33,595.57
472,153.01	2.00%	9,443.06		4,938.40
12,348.27	2.00%	246.97		228.25
0	2.00%	0		0
15,795.56	3.25%	513.36		64.56
0	2.00%	0		0
1,752.36	2.00%	35.05		
0	2.00%	0		0
10,716.67	2.00%	214.33		42.01
1,871.00	2.00%	37.42		0

6,650.27	2.00%	133.01	0
48,557.51	2.00%	971.15	723.97
0 roughly	5.00%	0	0
386,058.30	2.00%	7,721.17	2,359.78
147,556.41	3.50%	5,164.47	
1,103,459.36		24,479.98	8,356.97
\$6,244,526.61		\$127,301.32	\$41,952.54

: - this is because of adjustment reports sent for 2nd & 3rd Q 2011 - sent "adjustment" checks but whole rep

here will be discrepancies when schools also order training and installation.

al is what the school paid

but the schools pay both

argues so the schools with pay more - shows on sales report.

chase

4th quarter			1st quarter		
January	February	March	April	May	
\$2,896.44	\$-		\$436.08	\$970.52	\$1,199.04
	\$94.13		\$14.17		
Total to date:		\$5,083.20	Total 1st Received to date:		\$2,605.64

4th quarter			1st quarter		
January	February	March	April	May	
\$1,209.09	\$1,312.93		\$690.07	\$-	
			\$81.03		
Total to date:		\$3,565.99	Total 1st Received to date:		\$690.07

Comm. Paid 4th Qtr Comm. Paid 1st Qtr Comm. Paid 2nd Qtr Total Comm. Paid-11-12

0	0		0	0
		0		0
0	0	0		0
0	0			0
				0
9.35	0	0		23.67
7,405.95	6,208.11	10,769.42		40,388.06
				0
				0
		0		0
				0
		0		0
84.65	77.65	41.54		405.59
0	0	0		0
0	0	0		0
115.14	204.5	410.21		1,101.13
0	0	0		0
				0
		0		0
8.76		20.48		76.98
231.93	484.74	627.97		2,308.30
		0		0
0	0	0		0
0	0	0		0
692.86	922.62	2,092.79		4,354.44
0	0	0		0
0	0			0
210.62	65.79	37.23		699.73
1,199.78	934.73	10,631.72		19,755.46
0	0	0		0
0	0	0		0
8,127.02	7,578.97	8,260.22		31,936.96
0	0	1,660.31		1,660.31
18,086.06	16,477.11	34,551.89		102,710.63
1,245.46	551.91	2,706.80		9,442.57
18.72	0	0		246.97
0	0	0		0
165.2	14.17	269.42		513.35
0	0	0		0
0	0	35.05		35.05
0	0	0		0
66.54	105.39	2.99		216.93
37.42	0	0		37.42

82.44	81.03	0	163.47
150.36	19.12	160.78	1,054.23
0	0	0	0
	2,885.86	2,475.52	7,721.16
		5,164.47	5,164.47
1,766.14	3,657.48	10,815.03	24,595.62
\$19,852.20	\$20,134.59	\$45,366.92	\$127,306.25

orts - some sales could have been doubled.

June	2nd quarter		August	Total Sales	Expected Comm. Pai
	July				
	\$529.56	\$1,267.32	\$4,323.24	\$15,795.56	\$513.36
	\$87.72	\$41.19	\$140.51	\$513.35	\$0.01
Total 2nd Q Received to date: \$			\$6,120.12		Admin fee not rec'd yet

June	2nd quarter		August	Total Sales	Expected Comm. Pai
	July				
\$-	\$-		\$-	\$6,650.27	\$133.01
				\$163.47	-\$30.46
Total 2nd Q Received to date: \$		\$-			Admin fee not rec'd yet

id

id

Vendor Name	3rd Qtr 10 Sales	4th Qtr 10 Sales	1st Qtr 11 Sales	2nd Qtr 11 Sales
AEPA BUYS:				
Advanced Records M	0	0	0	
Atlas Track, Inc.	0	0	0	0
AV Rover	0	0	0	0
BSN Sports	0	0	0	0
CDW-G	1,084,840.23	450,053.93	414,933.32	658,027.35
Flaghouse Incorporat	0	0	0	
GroupCast (Sch Rea	9,223.00	6,504.00	4,377.25	495
Husky Truck Center	0	0	0	0
InterfaceFLOR	0	0	0	0
Konica Minolta	0	0	0	0
Kyocera Mita	12,138.00	7,487.00	0	7,034.00
Lone Star Auctioneer	0	0	0	
Midwest Technology	31,136.46	5,299.76	338.22	80.14
MNJ Technologies	1,507.48	2,195.19	18,582.46	165,369.95
Mohawk Furniture	0	0	0	
Palmer Synder Furni	0	0	0	
Point Nationwide				0
Polaris				0
Quill			1,871.83	16,682.71
Robert Cohen,LLC	0	0	0	0
Samson Equipment,	0	0	0	0
School Dude	27,014.27	2,074.61	0	2,830.08
School Specialty	483,741.09	35,254.14	63,859.16	413,624.72
Sivic Solutions Group	0	0	0	0
Spectrum Furniture	0	0	1,846.88	0
Staples (C. Express)	429,213.31	363,565.77	285,490.31	494,357.55
Weather. Tech/Trem	0	8,906.32	0	118,584.76
AEPA TOTALS	2,078,813.84	881,340.72	791,299.43	1,877,086.26
SPECIAL BUYS:				
Academic Superstore	187,271.28	139,523.20	23,200.87	297,246.90
Art-FAC Graphics	236	148	0	0
Centurion Technolog	6,590.89	3,069.05	5,147.97	2,122.97
Division 15 Sales	2,932.08	855.36	1,462.20	2,540.64
Educators Virtual Me	0	0	500	0
HON / AllMakes	0	0	0	0
Journey Ed	1,519.20	1,908.95	4,204.03	2,940.64
Lapworks	0	0	0	0
NE Select Program	2,758.12	4,580.79	3,327.29	3,528.42
Net Trekker	36,826.18	0	5,944.18	9,752.61
Nova Net/Pearson	0	0	0	61,880.00
Softchoice	230,068.92	116,968.39	119,582.39	255,658.97
Voss Lighting	27,171.85	20,895.09	15,776.34	12,957.90
SPECIAL BUYS TOT	495,374.52	287,948.83	179,145.27	648,629.05

ALL PROGRAMS: \$2,574,188.36 \$1,169,289.55 \$970,444.70 \$2,525,715.31

If CDW-G sales for any individual quarter are over \$500,000.00, our admin. Fee will increase to 2.5%.
 Nova Net admin fee will vary, it is \$50 for each 12 month license. - or \$50 for every \$1000 yearly license. T
 Nova Net = Schools pay the admin fee as part of their cost, this sheet separates sales & admin fee, the tota
 Tremco= schools pay the admin fee as part of their cost, this sheet will separate the sales & the admin fee,
 NE Select Microsoft Program - We only get 2% of the cost of the license. E-academy adds on additional ch
 Journey Ed is a program through Academic Superstore that offers Software for Students are Parents to pur

MONTHLY ACTIVIT`	3rd quarter			
	September	October	November	December
Division 15 Sales	\$134.88	\$-	\$2,797.20	\$-
Admin Fee Received	\$4.38	\$-	\$90.91	\$-
Total 3rd Q Sales Received:			\$2,932.08	Total 4th Q Received

MONTHLY ACTIVIT`	3rd quarter			
	September	October	November	December
NE Select Program	\$847.78	\$745.11	\$1,165.23	\$1,915.28
Admin Fee Received:			\$51.56	\$36.89
Total 3rd Q Sales Received:			\$2,758.12	Total 4th Q Received

MONTHLY ACTIVIT`	3rd quarter		Total Sales	Total # of Licenses
	Total # of Licenses	Total Sales		
Journey Ed	16	1,519.20		21
Admin Fee Received:		\$160.00		
Total 3rd Q Sales Received:		1,519		Total 4th Q Received

Total 10/11 Sales	Admin Fee	Expected Comm.	Pa Comm.	Paid 3rd Qtr
0		2.00%	0	0
0		2.00%	0	0
0		2.00%	0	0
0		2.00%	0	0
2,607,854.83		2.00%	52,157.10	21,696.80
0		2.00%	0	0
20,599.25		2.00%	411.99	184.47
0		2.00%	0	0
0		2.00%	0	0
0		2.00%	0	0
26,659.00		2.00%	533.18	242.76
0		2.00%	0	0
36,854.58		2.00%	737.09	622.68
187,655.08		2.00%	3,753.10	30.15
0		2.00%	0	0
0		2.00%	0	0
0		2.00%	0	
0		2.00%	0	
18,554.54		2.00%	371.09	
0		2.00%	0	0
0		2.00%	0	0
31,918.96		2.00%	638.38	540.29
996,479.11		2.00%	19,929.58	9,674.82
0		2.00%	0	0
1,846.88		2.00%	36.94	0
1,572,626.94		2.00%	31,452.54	8,584.27
127,491.08		2.00%	2,549.82	0
5,628,540.25			112,570.81	41,576.24
647,242.25		2.00%	12,944.85	3,745.43
384		2.00%	7.68	0
16,930.88		2.00%	338.62	0
7,790.28		3.25%	253.18	95.29
500		2.00%	10	0
0		2.00%	0	0
10,572.82	10	2.00%	512.89	160
0		2.00%	0	0
14,194.62		2.00%	283.89	51.56
52,522.97		2.00%	1,050.46	736.53
61,880.00 roughly		5.00%	3,094.00	0
722,278.67		2.00%	14,445.57	4,601.38
76,801.18		3.50%	2,688.04	951.01
1,611,097.67			35,629.19	10,341.20

\$7,239,637.92

\$148,199.99

\$51,917.44

There will be discrepancies when schools also order training and installation.

What is what the school paid

but the schools pay both

charges so the schools will pay more - shows on sales report.

Chase - 1st half of the year we made \$10 on every license purchased, the 2nd half of the year - we received

4th quarter				1st quarter		
January	February	March	April	May		
\$117.12	\$738.24	\$1,462.20	\$-	\$-		
	\$27.80	\$47.52	\$-	\$-		
I to date:	\$855.36	Total 1st Received to date:				\$1,462.20

4th quarter				1st quarter		
January	February	March	April	May		
\$1,740.28	\$925.23	\$1,274.14	\$982.74	\$1,070.41		
I to date:	\$4,580.79	Total 1st Received to date:				\$3,327.29

4th quarter			1st quarter	
	Total Sales	Total # of Licenses	Total Sales	
	1,908.95		4,204.03	
	\$210.00		\$84.08	
I to date:	1,909	Total 1st Received to date:	4,204	

Comm. Paid 4th Qtr Comm. Paid 1st Qtr Comm. Paid 2nd Qtr Total Comm. Paid-10-11

0	0		0
0	0	0	0
0	0	0	0
0	0	0	0
9,001.08	8,298.67	13,160.55	52,157.10
0	0		0
130.09	87.55	9.9	412.01
0	0	0	0
0	0	0	0
0	0	0	0
149.74	0	140.68	533.18
0	0		0
105.95	6.76		735.39
43.9	371.65	3,307.40	3,753.10
0	0		0
0	0		0
		0	0
		0	0
	37.44	333.65	371.09
0	0	0	0
0	0	0	0
41.49	0	56.6	638.38
705.09	1,277.18	8,272.49	19,929.58
0	0	0	0
0	36.94	0	36.94
7,271.32	5,709.81	9,887.15	31,452.55
178.13	0	2,371.69	2,549.82
17,626.79	15,826.00	37,540.11	112,569.14
2,790.46	464.02	5,944.94	12,944.85
7.68	0	0	7.68
196.42	102.96	42.46	341.84
27.8	47.52	82.58	253.19
0	10	0	10
0	0	0	0
210	84.08	58.81	512.89
0	0	0	0
36.89	0	203.12	291.57
0	118.89	136.63	992.05
0	0	4,420.00	4,420.00
2,339.91	2,391.65	5,113.18	14,446.12
731.33	552.17	453.53	2,688.04
6,340.49	3,771.29	16,455.25	36,908.23

\$23,967.28 \$19,597.29 \$53,995.36 \$149,477.37

2% on all purchases.

June	2nd quarter July	August	Total Sales	Expected Comm. Pai
\$342.36	\$1,934.04	\$264.24	\$7,790.28	\$253.18
			Total Admin Fee Collected	
\$11.13	\$62.86	\$8.59	\$253.19	-\$0.01
Total 2nd Q Received to date: \$			\$2,540.64	Admin fee not rec'd yet

June	2nd quarter July	August	Total Sales	Expected Comm. Pai
\$1,417.81	\$997.95	\$1,112.66	\$14,194.62	\$283.89
			Total Admin Fee Collected	
		\$203.12	\$291.57	-\$7.68
Total 2nd Q Received to date: \$			\$3,528.42	Admin fee not rec'd yet

Total # of Licenses	2nd quarter	Total Sales	Units Sold	Expected Comm. Pai
			37	\$512.89
		2,940.64	Total Admin Fee Collected	
		\$58.81	\$512.89	\$0.00
Total 2nd Q Received to date: \$			2,941	Admin fee not rec'd yet

id

id

id

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and The City of Waverly, commonly known as City of Waverly. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and The City of Waverly desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, The City of Waverly commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than ___ days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

City of Waverly: The City of Waverly
Attn: City Administrator
P.O. Box 427
Waverly, NE 68462

Notice is effective only if the party giving the Notice has complied with this section.

17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

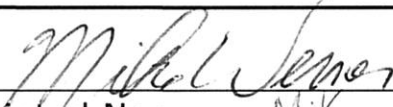
19. Counterparts. The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

_____ Date: _____, 2015
David M. Ludwig
Executive Director

 Date: Feb. 17, 2015
Printed Name: Mike Werner
Title: Mayor

RESOLUTION NUMBER 15-04

WHEREAS, on February 17, 2015, at a duly convened and scheduled meeting of the Waverly City Council ("Agency"), it was recommended and deemed advisable that the Agency enter into the Interlocal Agreement with the Educational Service Unit Coordinating Council to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program; and

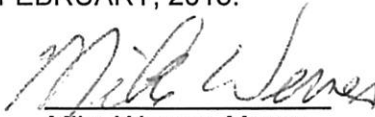
WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the Agency; and

WHEREAS, an opportunity was afforded any interested party to comment on the matter, and the Agency being apprised of the various aspects of the issue; and

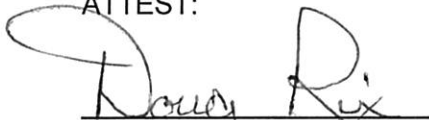
WHEREAS, the governing board has determined that entering into the Interlocal Agreement is in the best interests of the Agency and its members and is appropriate to provide for the efficient and effective operation of the Agency;

NOW BE IT THEREFORE RESOLVED that the Agency's Mayor be authorized on behalf of the Agency, pursuant to this Resolution, to affix his or her signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

PASSED AND APPROVED THIS 17TH DAY OF FEBRUARY, 2015.


Mike Werner, Mayor

ATTEST:


Doug Rix, City Admin/Clerk

(SEAL)

RESOLUTION

WHEREAS, on March 5, 2015, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with City of Waverly to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____ this 5th day of March, 2015.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	_____	___	___
ESU 2:	_____	___	___
ESU 3:	_____	___	___
ESU 4:	_____	___	___
ESU 5:	_____	___	___
ESU 6:	_____	___	___

ESU 7: _____

ESU 8: _____

ESU 9: _____

ESU 10: _____

ESU 11: _____

ESU 13: _____

ESU 15: _____

ESU 16: _____

ESU 17: _____

ESU 18: _____

ESU 19: _____